

EXHIBIT 4

Exhibit A

**LINE INFORMATION DATA BASE (LIDB)
FACILITIES BASED STORAGE AGREEMENT**

I. Definitions

- A. Billing number - a number that LecStar creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by LecStar.
- C. Special billing number - a ten-digit number that identifies a billing account established by LecStar.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by LecStar that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by LecStar.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by LecStar.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of LecStar and pursuant to which BellSouth, its LIDB customers and LecStar shall have access to such information. In addition, this Agreement sets forth the terms and conditions for LecStar's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. LecStar understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable

tariffs and agrees that information stored at the request of LecStar, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to LecStar's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether LecStar has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify LecStar of fraud alerts so that LecStar may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by LecStar pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to LecStar for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

- B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate LecStar's data from BellSouth's data, the following terms and conditions shall apply:

1. BellSouth will identify LecStar's end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.
2. BellSouth shall have no obligation to become involved in any disputes between LecStar and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to LecStar. It shall be the responsibility of LecStar and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. LecStar will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of LecStar. BellSouth will not issue line-based calling cards in the name of LecStar's individual End Users. In the event that LecStar wants to include calling card numbers assigned by LecStar in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. LecStar will not be charged a fee for storage services provided by BellSouth to LecStar as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by LecStar in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

EXHIBIT 5

ATTACHMENT 3
NETWORK INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

- 2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and LecStar.
- 2.1.9 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.1.10 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.1.11 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.12 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.13 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.14 **Transit Traffic** is traffic originating on LecStar's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to LecStar's network.
- 3. **NETWORK INTERCONNECTION**
 - 3.1 This Attachment pertains only to the provision of network interconnection where LecStar owns and provides its switch(es).
 - 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
 - 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way

interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party for Call Transport and Termination by the terminating Party.

- 3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

- 3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

- 3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

3.4 **Fiber Meet**

3.4.1 If LecStar elects to interconnect with BellSouth pursuant to a Fiber Meet, LecStar and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, LecStar's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the LecStar Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by LecStar, BellSouth shall allow LecStar access to the fusion splice point for the Fiber Meet point for maintenance purposes on LecStar's side of the Fiber Meet point.

3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. LecStar shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by LecStar. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. **INTERCONNECTION TRUNK GROUP ARCHITECTURES**

4.1 BellSouth and LecStar shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.

For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

- 4.2 LecStar shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of LecStar's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent LecStar desires to deliver Local Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which LecStar has established interconnection trunk groups, LecStar shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, LecStar shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where LecStar has homed (i.e. assigned) its NPA/NXXs. LecStar shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. LecStar shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on LecStar's NXX access tandem homing arrangement as specified by LecStar in the LERG.
- 4.4 Any LecStar interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to LecStar from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require LecStar to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and LecStar are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities. LecStar shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

- 4.8 In cases where LecStar is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and LecStar's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
- Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. LecStar shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.
- 4.10.1 **BellSouth Access Tandem Interconnection**
- BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.1.1 **Basic Architecture**
- In the basic architecture, LecStar's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between LecStar and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between LecStar and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LecStar desires to exchange traffic. This trunk group also

carries LecStar originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to LecStar. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for LecStar-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for LecStar end-users. A two-way trunk group provides Intratandem Access for LecStar's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between LecStar and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LecStar desires to exchange traffic. This trunk group also carries LecStar originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to LecStar. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between LecStar and BellSouth. In addition, a separate two-way transit trunk group must be established for LecStar's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between LecStar and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LecStar desires to exchange traffic. This trunk group also carries LecStar originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to LecStar. However, where LecStar is responsive in a timely manner

to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic and LecStar's Transit Traffic are exchanged on a single two-way trunk group between LecStar and BellSouth to provide Intratandem Access to LecStar. This trunk group carries Transit Traffic between LecStar and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which LecStar desires to exchange traffic. This trunk group also carries LecStar originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to LecStar. However, where LecStar is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

4.10.1.5.1 Where LecStar does not choose access tandem interconnection at every BellSouth access tandem within a LATA, LecStar may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA LecStar must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route LecStar's originated Local Traffic for LATA wide transport and termination. LecStar must also establish an interconnection trunk group(s) at all BellSouth access tandems where LecStar NXXs are homed as described in Section 4.2.1 above. If LecStar does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, LecStar can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate LecStar's Local Traffic to end-users served through those BellSouth access tandems where LecStar does not have an

interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 LecStar may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to LecStar will be delivered to and from IXCs based on LecStar's NXX access tandem homing arrangement as specified by LecStar in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent LecStar does not purchase MTA in a LATA served by multiple access tandems, LecStar must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent LecStar routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, LecStar shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows LecStar to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of LecStar-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, LecStar must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, LecStar may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. LecStar may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where LecStar does not choose to establish an interconnection trunk group(s). It is LecStar's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to LecStar's codes. Likewise, LecStar shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, LecStar must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which LecStar has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that LecStar has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic and ISP-bound Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between LecStar and BellSouth.

4.10.3.2.2 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between LecStar's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by LecStar to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 Toll Free Traffic

4.10.4.1.1 If LecStar chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all LecStar originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 LecStar may choose to perform its own Toll Free database queries from its switch. In such cases, LecStar will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, LecStar will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, LecStar will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and LecStar shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, LecStar will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to LecStar's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which LecStar performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum,

to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where LecStar chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the LecStar switch and the BellSouth Signaling Transfer Point ("STP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification ("ANI"), originating line information ("OLI") calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and LecStar will send and receive 10 digits for Local Traffic. Additionally, BellSouth and LecStar will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
 - 5.7.1 Within six (6) months after execution of this Agreement, LecStar shall provide an initial interconnection trunk group forecast for each LATA in which it plans to

provide service within BellSouth's region. Upon receipt of LecStar's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, LecStar-to-BellSouth one-way trunks ("LecStar Trunks"), BellSouth-to-LecStar one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.
- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for LecStar location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, LecStar shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. LecStar shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.8 **Trunk Utilization**
 - 5.8.1 BellSouth and LecStar shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of

the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.

5.8.1.1 BellSouth's Local Interconnection Switching Center (LISC) will notify LecStar of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated LecStar interface. LecStar will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which LecStar expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with LecStar to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to LecStar. The due date of these orders will be four weeks after LecStar was first notified in writing of the underutilization of the trunk groups.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

6. **LOCAL DIALING PARITY**

6.1 BellSouth and LecStar shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. **INTERCONNECTION COMPENSATION**

7.1 **Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic**

7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or

terminated through switched access arrangements as established by the ruling regulatory body.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction..
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and LecStar agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or LecStar that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and LecStar further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or LecStar that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 If LecStar assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to LecStar end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a LecStar customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, LecStar agrees to identify such interLATA traffic to BellSouth and to

compensate BellSouth for originating and transporting such interLATA traffic to LecStar at BellSouth's switched access tariff rates.

- 7.2 If LecStar does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole LecStar NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if LecStar can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

7.3 **Jurisdictional Reporting**

- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to LecStar. After interstate and intrastate traffic

percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and LecStar shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched

access tariffs. LecStar will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to LecStar requires interconnection from LecStar to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. LecStar shall establish SSS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that LecStar desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 7.5 **Mutual Provision of Switched Access Service**
 - 7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
 - 7.5.2 If the BellSouth end user chooses LecStar as their presubscribed interexchange carrier, or if the BellSouth end user uses LecStar as an interexchange carrier on a 101XXXX basis, BellSouth will charge LecStar the appropriate BellSouth tariff charges for originating switched access services.
 - 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 7.5.4 When LecStar's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by LecStar as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When LecStar's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to LecStar, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 LecStar agrees not to deliver switched access traffic to BellSouth for termination except over LecStar ordered switched access trunks and facilities.

7.6 Transit Traffic

7.6.1 BellSouth shall provide tandem switching and transport services for LecStar's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between LecStar and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between LecStar and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that LecStar is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to LecStar. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, LecStar shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and LecStar's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which LecStar is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between LecStar and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of

BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and LecStar have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
 - 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
 - 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
 - 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, LecStar may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies LecStar that it has found that this method does not adequately represent the PLCU.
 - 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
 - 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and LecStar will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. LecStar will then invoice, and BellSouth will pay, an amount calculated by

multiplying the BellSouth billed charges for the circuit by one-half of LecStar's PLCU.

- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and LecStar will pay, the total non-recurring and recurring charges for the NNI port. LecStar will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by LecStar's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the LecStar and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
 - 8.9.1 If LecStar orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the LecStar Frame Relay switch, BellSouth will invoice, and LecStar will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and LecStar Frame Relay switches. If the VC is a Local VC, LecStar will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to LecStar for the PVC segment.
 - 8.9.2 If BellSouth orders a Local VC connection between a LecStar subscriber's PVC segment and a PVC segment from the LecStar Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and LecStar will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and LecStar Frame Relay switches. If the VC is a Local VC, LecStar will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to LecStar for the PVC segment.
 - 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

- 8.9.4 If LecStar requests a change, BellSouth will invoice and LecStar will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, LecStar will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 LecStar will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 9. **ORDERING CHARGES**
- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

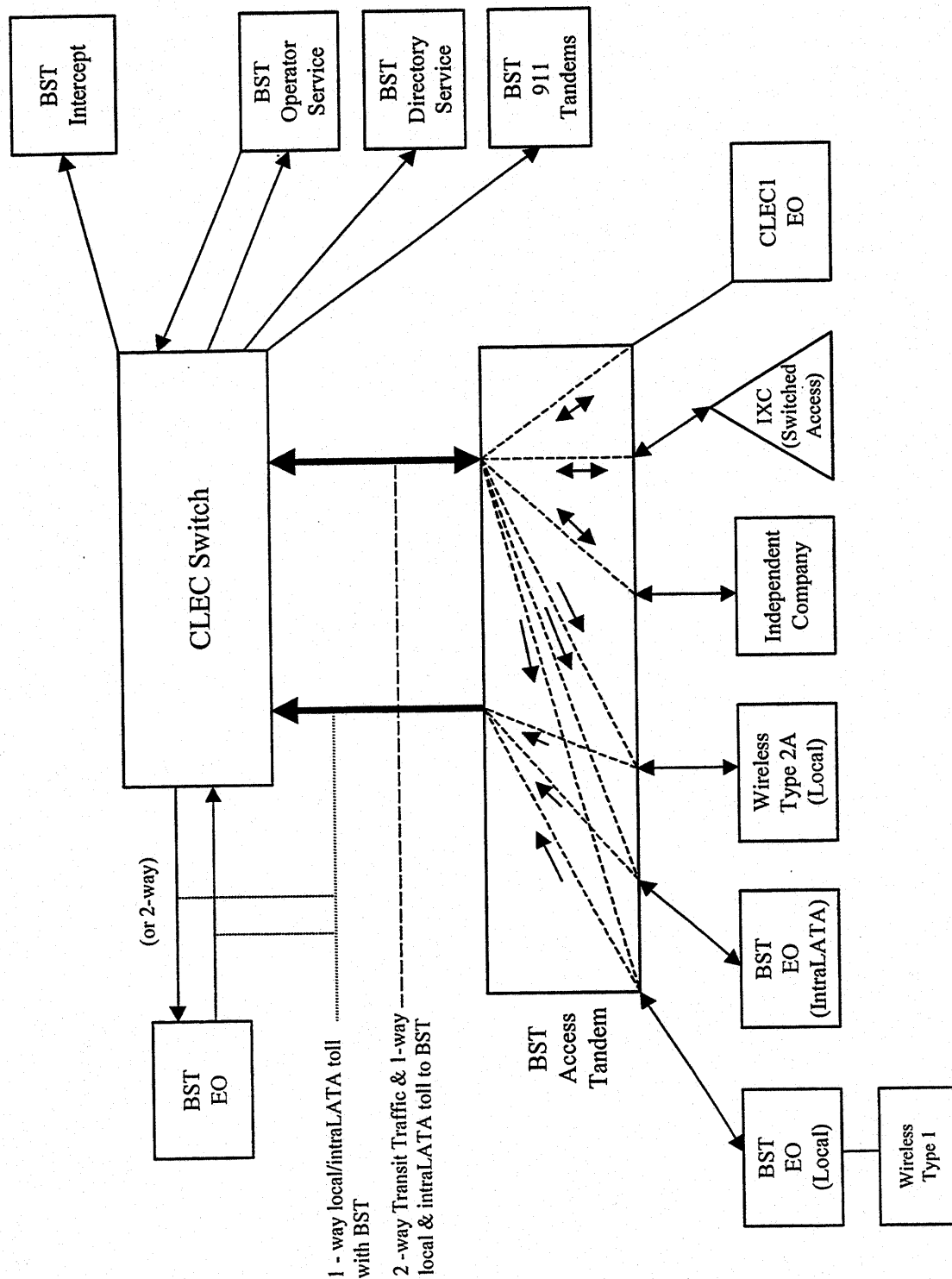


Exhibit C

One-Way Architecture

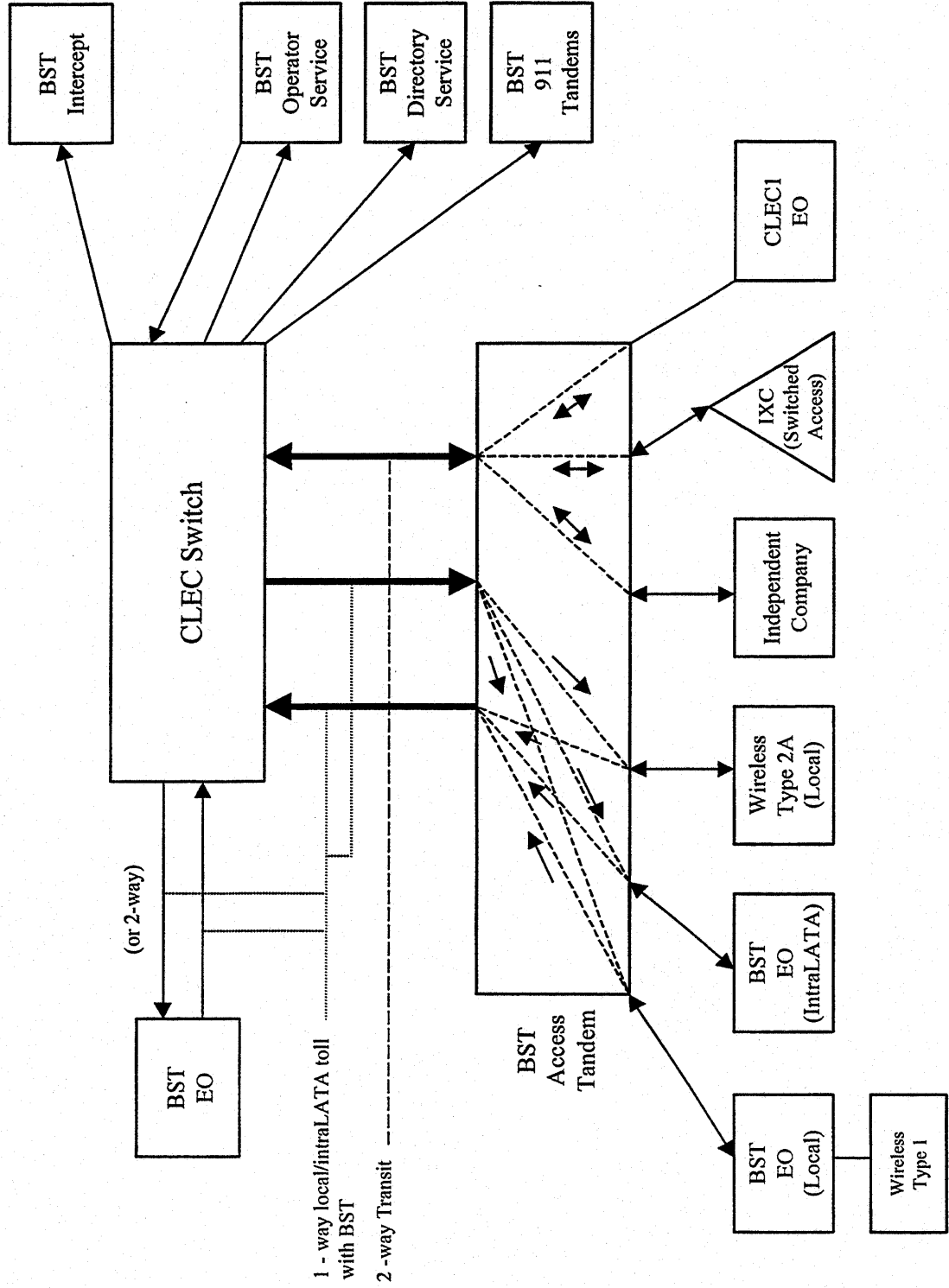


Exhibit D

Two-Way Architecture

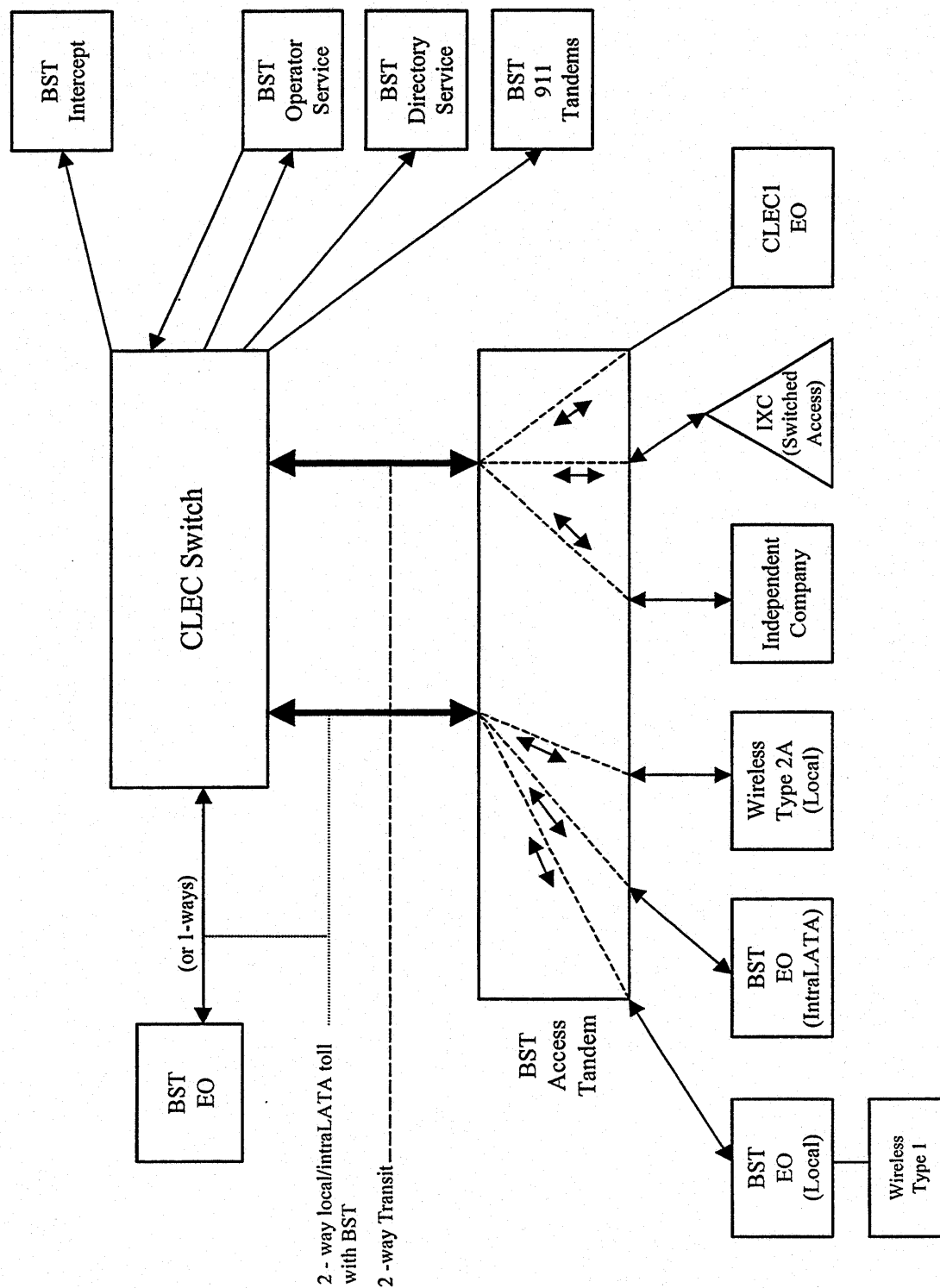
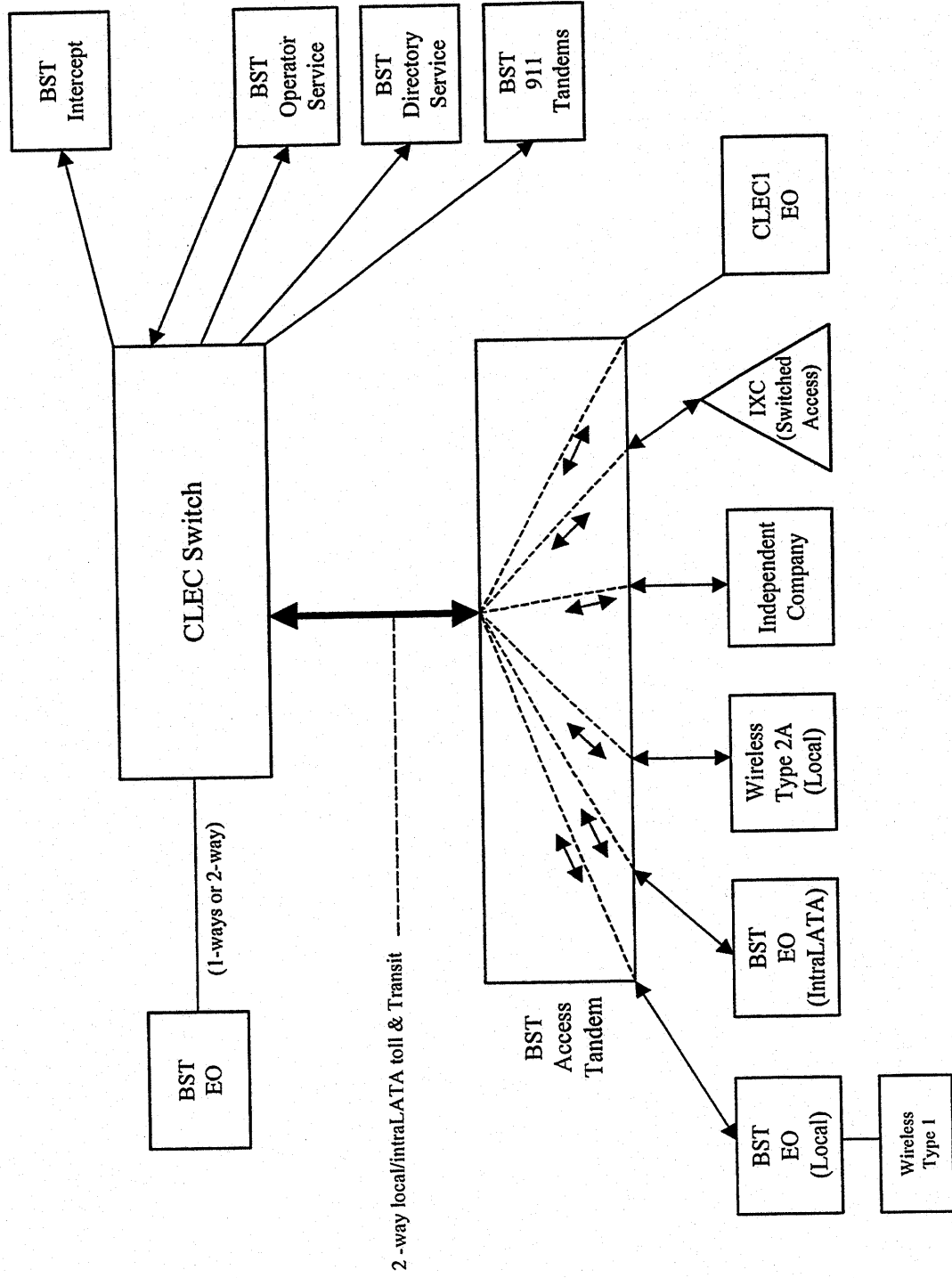


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3			Exhibit: A		
					Rec	Nonrecurring				Nonrecurring Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
						First	Add'l								SOME
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.														
	TANDEM SWITCHING														
	Tandem Switching Function Per MOU						0.0005692bk								
	Multiple Tandem Switching, per MOU (applies to initial tandem only)						0.0005692bk								
	Tandem Intermediary Charge, per MOU*						0.0015								
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.														
	TRUNK CHARGE														
	Installation Trunk Side Service - per DS0														
	Dedicated End Office Trunk Port Service-per DS0**														
	Dedicated End Office Trunk Port Service-per DS1**														
	Dedicated Tandem Trunk Port Service-per DS0**														
	Dedicated Tandem Trunk Port Service-per DS1**														
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements														
	COMMON TRANSPORT (Shared)														
	Common Transport - Per Mile, Per MOU														
	Common Transport - Facilities Termination Per MOU														
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month														
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month														
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month														
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - DS1 - Per Mile per month														
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month														
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month														
	LOCAL CHANNEL - DEDICATED TRANSPORT														
	Local Channel - Dedicated - 2-Wire Voice Grade per month														
	Local Channel - Dedicated - 4-Wire Voice Grade per month														
	Local Channel - Dedicated - DS1 per month														
	Local Channel - Dedicated - DS3 per month														
	LOCAL INTERCONNECTION MID-SPAN MEET														
	NOTE: If Access service ride Mid-Span Meet, one-half the tariff service Local Channel rate is applicable.														
	Local Channel - Dedicated - DS1 per month														
	Local Channel - Dedicated - DS3 per month														
MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System														
	DS3 to DS1 Channel System per month														
	DS3 Interface Unit (DS1 COC) per month														
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

[illegible]

LOCAL INTERCONNECTION - Georgia												
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A
					First	Rec				SOMEK	SOMAN	
	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)											
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.											
	TANDEM SWITCHING											
	Tandem Switching Function Per MOU					0.0011009bk						
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0011009bk						
	Tandem Interimmediary Charge, per MOU					0.0015						
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.											
	TRUNK CHARGE											
	Installation Trunk Side Service - per DS0				TPP++	333.28	56.84					
	Dedicated End Office Trunk Port Service-per DS0**				OHD							
	Dedicated End Office Trunk Port Service-per DS1**				OHL OHIMS							
	Dedicated Tandem Trunk Port Service-per DS0**				OHD							
	Dedicated Tandem Trunk Port Service-per DS1**				OHL OHIMS							
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements											
	COMMON TRANSPORT (Shared)											
	Common Transport - Per Mile, Per MOU				OHD							
	Common Transport - Facilities Termination Per MOU				OHD							
						0.0004152bk						
	LOCAL INTERCONNECTION (DEDICATED TRANSPORT)											
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT											
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL, OHIM	0.0222						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				OHL, OHM	17.07	36.08					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHL, OHIM	0.0222						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHL, OHIM	16.45						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHL, OHM	0.0222						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHL, OHM	16.45						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OHL, OHIMS	0.4523						
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OHL, OH1MS	78.47	111.75					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				OHL, OH1MS	2.72						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				OHL, OH3MS	788.00	330.77					
	LOCAL CHANNEL - DEDICATED TRANSPORT											
	Local Channel - Dedicated - 2-Wire Voice Grade per month				TEFV2	382.95	62.40					
	Local Channel - Dedicated - 4-Wire Voice Grade per month				TEFV4	368.44	64.05					
	Local Channel - Dedicated - DS1 per month				TEFHG	36.36	312.89					
	Local Channel - Dedicated - DS3 Facility Termination per month				TEFHJ	515.91	426.31					
	LOCAL INTERCONNECTION MID-SPAN MEET											
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.											
	Local Channel - Dedicated - DS1 per month				OHIMS	0.00						
	Local Channel - Dedicated - DS3 per month				OH3MS	0.00						
	MULTIPLIERS											
	Channelization - DS1 to DS0 Channel System				SATN1	126.22	123.59					
	DS3 to DS1 Channel System per month				SATN3	182.04	195.33					
	DS3 Interface Unit (DS1 COC) per month				SATCO	11.02	8.66					
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.											

LOCAL INTERCONNECTION - Kentucky														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Exhibit: A
					Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN

LOCAL INTERCONNECTION - Louisiana										Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	First	First	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.													
TANDEM SWITCHING													
	Tandem Switching Function Per MOU												
	Multiple Tandem Switching, per MOU (applies to initial tandem only)												
	Tandem Intermediary Charge, per MOU												
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
TRUNK CHARGE													
	Installation Trunk Side Service - per DS0												
	Dedicated End Office Trunk Port Service-per DS0**												
	Dedicated End Office Trunk Port Service-per DS1**												
	Dedicated Tandem Trunk Port Service-per DS0**												
	Dedicated Tandem Trunk Port Service-per DS1**												
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
COMMON TRANSPORT (Shared)													
	Common Transport - Per Mile, Per MOU												
	Common Transport - Facilities Termination Per MOU												
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT													
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month												
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month												
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month												
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month												
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month												
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month												
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month												
LOCAL CHANNEL - DEDICATED TRANSPORT													
	Local Channel - Dedicated - 2-Wire Voice Grade per month												
	Local Channel - Dedicated - 4-Wire Voice Grade per month												
	Local Channel - Dedicated - DS1 per month												
	Local Channel - Dedicated - DS3 Facility Termination per month												
LOCAL INTERCONNECTION MID-SPAN MEET													
NOTE: If Access service (Mid-Span Meet) one-half the tariff service Local Channel rate is applicable.													
	Local Channel - Dedicated - DS1 per month												
	Local Channel - Dedicated - DS3 per month												
MULTIPLEXERS													
	Channelization - DS1 to DS0 Channel System												
	DS3 to DS1 Channel System per month												
	DS3 Interface Unit (DS1 COC) per month												
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.													

LOCAL INTERCONNECTION - Mississippi															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect First	Svcs Order Submitted Elec per LSR	Svcs Order Submitted Manually per LSR	Attachment: 3			Exhibit: A		
					Rec	Nonrecurring				SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	
						First									Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.														
	TANDEM SWITCHING														
	Tandem Switching Function Per MOU														
	Multiple Tandem Switching, per MOU (applies to initial tandem only)														
	Tandem Intermediate Charge, per MOU*														
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.														
	TRUNK CHARGE														
	Installation Trunk Side Service - per DS0														
	Dedicated End Office Trunk Port Service-per DS0**														
	Dedicated End Office Trunk Port Service-per DS1**														
COMMON TRANSPORT (Shared)	Dedicated Tandem Trunk Port Service-per DS0**														
	Dedicated Tandem Trunk Port Service-per DS1**														
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements														
	COMMON TRANSPORT (Shared)														
	Common Transport - Per Mile, Per MOU														
	Common Transport - Facilities Termination Per MOU														
	COMMON TRANSPORT (DEDICATED TRANSPORT)														
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month														
	LOCAL INTERCONNECTION (DEDICATED TRANSPORT)	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month													
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month															
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month															
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month															
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month															
Interoffice Channel - Dedicated Transport - DS1 - Per Mile per month															
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month															
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month															
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month															
LOCAL CHANNEL - DEDICATED TRANSPORT															
LOCAL CHANNEL - DEDICATED	Local Channel - Dedicated - 2-Wire Voice Grade per month														
	Local Channel - Dedicated - 4-Wire Voice Grade per month														
	Local Channel - Dedicated - DS1 per month														
	Local Channel - Dedicated - DS3 per month														
	Local Channel - Dedicated - DS3 Facility Termination per month														
	NOTE: If Access service (via Mid-Span Meet, one-half the tariffed service) Local Channel rate is applicable.														
	Local Channel - Dedicated - DS1 per month														
	Local Channel - Dedicated - DS3 per month														
	MULTIPLEXERS														
	Channelization - DS1 to DS0 Channel System														
MULTIPLEXERS	DS3 to DS1 Channel System per month														
	DS3 Interface Unit (DS1 COC) per month														
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.														

LOCAL INTERCONNECTION - North Carolina														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A	
					Rec	First					SOMEC	SOMAN	SOMAN	SOMAN
														Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
														Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
														Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
														Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
														Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
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														Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
														Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st

[illegible]

LOCAL INTERCONNECTION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3			Exhibit: A		
					Nonrecurring First	Add'l	Nonrecurring Disconnect First			SOMECS	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								</							

Attachment 4

Physical Collocation

BELLSOUTH

PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when LecStar is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to LecStar collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow LecStar to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by LecStar and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In all states other than Florida, the size specified by LecStar may contemplate a request for space sufficient to accommodate LecStar's growth within a two-year period.

1.2.1.2 In the state of Florida, the size specified by LecStar may contemplate a request for space sufficient to accommodate LecStar's growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall attempt to accommodate <<customer_name>>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase LecStar's cost or materially delay LecStar's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the LecStar wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude

unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. LecStar will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 Use of Space. LecStar shall use the Collocation Space for the purposes of installing, maintaining and operating LecStar's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. LecStar agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Availability Report
- 2.1 Space Availability Report. Upon request from LecStar, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.

- 2.1.1 The request from LecStar for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify LecStar and inform LecStar of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow LecStar to collocate LecStar's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow LecStar to have direct access to LecStar's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where LecStar's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, LecStar must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At LecStar's expense, LecStar may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, LecStar and LecStar's Certified Supplier must comply with the more stringent local building code requirements. LecStar's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with LecStar and provide, at LecStar's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for LecStar to obtain the zoning, permits and/or other licenses. LecStar's Certified Supplier shall bill LecStar directly for all work performed for LecStar

pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LecStar's Certified Supplier. LecStar must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access LecStar's locked enclosure prior to notifying LecStar. Upon request, BellSouth shall construct the enclosure for LecStar.

- 3.2.1 BellSouth may elect to review LecStar's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to LecStar indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if LecStar has indicated its desire to construct its own enclosure. If LecStar's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review LecStar's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require LecStar to remove or correct within seven (7) calendar days at LecStar's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. LecStar may allow other telecommunications carriers to share LecStar's caged collocation arrangement pursuant to terms and conditions agreed to by LecStar ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. LecStar shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by LecStar that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and LecStar.

- 3.3.1 LecStar, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide LecStar with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in

addition to the foregoing, LecStar shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.

- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 LecStar shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of LecStar's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by LecStar and in conformance with BellSouth's design and construction specifications. Further, LecStar shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
 - 3.4.1 Should LecStar elect Adjacent Collocation, LecStar must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, LecStar and LecStar's Certified Supplier must comply with the more stringent local building code requirements. LecStar's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. LecStar's Certified Supplier shall bill LecStar directly for all work performed for LecStar pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LecStar's Certified Supplier. LecStar must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access LecStar's locked enclosure prior to notifying LecStar.

- 3.4.2 LecStar must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review LecStar's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require LecStar to remove or correct within seven (7) calendar days at LecStar's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 LecStar shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At LecStar's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. LecStar's Certified Supplier shall be responsible, at LecStar's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit LecStar to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains rates, terms and conditions for CCXC language. At no point in time shall LecStar use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by LecStar. Such connections to other carriers may be made using either optical or electrical facilities. LecStar may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. LecStar may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. LecStar is responsible for ensuring the integrity of the signal.
- 3.5.2 LecStar shall be responsible for providing written authorization to BellSouth from the other CLEC prior to installing the CCXC. LecStar must use a BellSouth Certified

Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. LecStar-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous caged collocation arrangements, LecStar may have the option of constructing its own dedicated support structure.

- 3.5.3 To order CCXCs LecStar must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify LecStar in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). LecStar will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying LecStar that the collocation space is ready for occupancy. In the event that LecStar fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by LecStar and billing will commence on the sixteenth day after BellSouth releases the collocation space. LecStar must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, LecStar's telecommunications equipment will be deemed operational when cross connected to BellSouth's network for the purpose of service provisioning.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, LecStar may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate LecStar's right to occupy the Collocation Space in the event LecStar fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, LecStar at its expense shall remove its equipment and other property from the Collocation Space. LecStar shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of LecStar's Guests, unless LecStar's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. LecStar shall continue payment of monthly fees to BellSouth until such date as LecStar, and if applicable LecStar's Guest, has fully vacated the Collocation Space

and the Space Relinquish Form has been accepted by BellSouth.. Should LecStar or LecStar's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of LecStar or LecStar's Guest at LecStar's expense and with no liability for damage or injury to LecStar's property or LecStar's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of LecStar's right to occupy Collocation Space, LecStar shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by LecStar except for ordinary wear and tear, unless otherwise agreed to by the Parties. LecStar's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. LecStar shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-

CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on LecStar's failure to comply with this Section.

- 5.1.3 LecStar shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that LecStar submits an application for terminations that exceed the total capacity of the collocated equipment, LecStar will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 LecStar shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 LecStar shall place a plaque or other identification affixed to LecStar's equipment necessary to identify LecStar's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. LecStar may elect to place LecStar-owned or LecStar-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. LecStar will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. LecStar will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to LecStar's equipment in the Collocation Space. In the event LecStar utilizes a non-metallic, riser-type entrance facility, a splice will not be required. LecStar must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. LecStar is responsible for maintenance of the entrance facilities. At LecStar's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide LecStar with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to LecStar's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. LecStar may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to LecStar's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. LecStar must arrange with BellSouth for BellSouth to splice the LecStar provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If LecStar desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between LecStar's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). LecStar shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. LecStar or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between LecStar's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a LecStar provided Point of Termination Bay (POT Bay) in a common area within the Premises. LecStar shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between

LecStar's collocation space and the demarcation point. LecStar or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that LecStar desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.6 LecStar's Equipment and Facilities. LecStar, or if required by this Attachment, LecStar's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by LecStar which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. LecStar and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to LecStar at least 48 hours before access to the Collocation Space is required. LecStar may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that LecStar will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 12, LecStar shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. LecStar agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agent of LecStar or LecStar's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by LecStar and returned to BellSouth Access Management within fifteen (15) calendar days of LecStar's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. LecStar agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of LecStar employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with LecStar or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 BellSouth will permit one accompanied site visit to LecStar's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to

LecStar. LecStar must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date LecStar desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, LecStar may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event LecStar desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit LecStar to access the Collocation Space accompanied by a security escort at LecStar's expense. LecStar must request escorted access at least three (3) business days prior to the date such access is desired.

5.9 Lost or Stolen Access Keys. LecStar shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), LecStar shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, LecStar shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of LecStar violates the provisions of this paragraph, BellSouth shall give written notice to LecStar, which notice shall direct LecStar to cure the violation within forty-eight (48) hours of LecStar's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if LecStar fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to

LecStar's equipment. BellSouth will endeavor, but is not required, to provide notice to LecStar prior to taking such action and shall have no liability to LecStar for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and LecStar fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to LecStar or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, LecStar shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by LecStar in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by LecStar at any time. Any damage caused to the Collocation Space by LecStar's employees, agents or representatives during the removal of such property shall be promptly repaired by LecStar at its expense.
- 5.12 Alterations. In no case shall LecStar or any person acting on behalf of LecStar make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by LecStar. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. LecStar shall be responsible for the general upkeep of the Collocation Space. LecStar shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to LecStar and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For LecStar or LecStar's Guest(s) initial equipment placement, LecStar shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event LecStar or LecStar's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, LecStar shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by LecStar in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by LecStar for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply.
- 6.4 Space Preferences. If LecStar has previously requested and received a Space Availability Report for the Premises, LecStar may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the LecStar's preference(s), LecStar may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify LecStar of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by LecStar or differently configured, LecStar must resubmit its application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by LecStar or differently configured, LecStar must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify LecStar of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by LecStar or differently configured, LecStar must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies LecStar that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying LecStar that BellSouth has no available space in the requested Premises, BellSouth will allow LecStar, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall

provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit LecStar to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.8.2 When space becomes available, LecStar must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If LecStar has originally requested caged collocation space and cageless collocation space becomes available, LecStar may refuse such space and notify BellSouth in writing within that time that LecStar wants to maintain its place on the waiting list without accepting such space. LecStar may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If LecStar does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove LecStar from the waiting list. Upon request, BellSouth will advise LecStar as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the

date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 In South Carolina, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.10.3 In Tennessee, BellSouth will provide a written response ("Application Response") within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and a firm price quote for the space preparation fees, as described in Section 8 provided that LecStar has given BellSouth a forecast of LecStar's collocation needs at least ten (10) calendar days prior to submitting an application if the LecStar has standardized space preparation rates in their Agreement and twenty (20) calendar days prior to submitting an application if the LecStar has standardized space preparation rates in their Agreement.

6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable LecStar to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee,

Cable Records Fee, and the space preparation fees, as described in Section 8. When LecStar submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10.5 In Georgia and Mississippi, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of LecStar or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge LecStar an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require LecStar to submit the application with an Initial Application Fee.

6.12 Bona Fide Firm Order.

6.12.1 In Alabama (Caged Only), Kentucky, and North Carolina, LecStar shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when LecStar has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided

by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to LecStar's Bona Fide application in order to receive the intervals set forth in Section 7. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to LecStar's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. LecStar shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to LecStar's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of LecStar's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. **Construction and Provisioning**

7.1 **Construction and Provisioning Intervals**

- 7.1.1 In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event LecStar submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event LecStar submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event LecStar submits such a forecast less than two (2) months prior to the application date, the above

intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with LecStar at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, LecStar must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and LecStar cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.4 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and

within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.6 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and LecStar installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with LecStar or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting

intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

- 7.2 Joint Planning. Joint planning between BellSouth and LecStar will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to LecStar during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. LecStar will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying LecStar that the collocation space is ready for occupancy ("Space Ready Date"). In the event that LecStar fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by LecStar. BellSouth will correct any deviations to LecStar's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will make best efforts to provide CFAs to LecStar if LecStar informs BellSouth of the frame locations and the designation of LecStar's tie cables prior to Space Ready Date. If LecStar does not provide BellSouth the frame locations and the designation of LecStar's tie cables prior to the Space Ready Date, BellSouth will provide LecStar the CFAs after the Space Ready Date and the equipment to be installed in the Collocation Space has been verified by LecStar. Furthermore, BellSouth will bill LecStar a nonrecurring charge as set forth in Exhibit C each time LecStar requests a resend of CFAs.
- 7.6 Use of BellSouth Certified Supplier. LecStar shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. LecStar and LecStar's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR

73572, and TR 73564. In some cases, LecStar must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide LecStar with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing LecStar's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and LecStar upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill LecStar directly for all work performed for LecStar pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying LecStar or any supplier proposed by LecStar. All work performed by or for LecStar shall conform to generally accepted industry guidelines and standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. LecStar shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service LecStar's Collocation Space. Upon request, BellSouth will provide LecStar with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by LecStar. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, LecStar may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by LecStar, such information will be provided to LecStar in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to LecStar within one hundred eighty (180) calendar days of BellSouth's written denial of LecStar's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) LecStar was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then LecStar may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. LecStar must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.9.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, LecStar cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if LecStar cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill LecStar for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. LecStar, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. Rates and Charges
- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6. Payment of said application fee will be due as dictated by LecStar’s current billing cycle and is non-refundable.

- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by LecStar.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date LecStar executes the written document accepting the collocation space pursuant to Section 4 or on the Space Ready Date, whichever is first. If LecStar fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing LecStar for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.2.2 Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. LecStar shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event LecStar opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to LecStar as prescribed in this Section.
- 8.2.3 In North Carolina, space preparation fees consist of monthly recurring charges for central office modifications, assessed per arrangement, per square foot; common systems modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and power, assessed per the nominal -48V DC ampere requirements specified by LecStar on the Bona Fide application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event LecStar opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to LecStar as described in this Section.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, LecStar shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, LecStar shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x

maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event LecStar's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, LecStar shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.4.1 The recurring charges for floor space begin on the Space Ready Date or on the date LecStar first occupies the Collocation Space, whichever is first. If LecStar fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing LecStar for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for LecStar's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at LecStar's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to LecStar's equipment or space enclosure. Recurring power charges begin on the Space Ready Date or on the date LecStar first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by LecStar's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by LecStar's BellSouth Certified Supplier. LecStar is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to LecStar's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by LecStar must provide BellSouth a copy of the engineering power specification prior to the day on which LecStar's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and LecStar's arrangement area. LecStar shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within LecStar's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. LecStar shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.

- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, LecStar has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of LecStar's dedicated power plant results in construction of a new power plant room, upon termination of LecStar's right to occupy collocation space at such site, LecStar shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If LecStar elects to install its own DC Power Plant, BellSouth shall provide AC power to feed LecStar's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by LecStar's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. LecStar's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At LecStar's option, LecStar may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to LecStar's equipment or space enclosure. LecStar shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within LecStar's arrangement and terminations of cable within the collocation space.
- 8.5.4.1 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and LecStar's arrangement area.
- 8.5.5 In Louisiana and South Carolina, LecStar has the option to purchase power directly from an electric utility company. Under such an option, LecStar is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by LecStar. LecStar's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor

space, cable racking, etc utilized by LecStar in provisioning said power will be billed on an ICB basis.

8.5.6 If LecStar requests a reduction in the amount of power that BellSouth is currently providing LecStar must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply.

8.6 Security Escort. A security escort will be required whenever LecStar or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and LecStar shall pay for such half-hour charges in the event LecStar fails to show up.

8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 LecStar shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 LecStar shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred

thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of LecStar's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 LecStar may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to LecStar to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by LecStar shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all LecStar's property has been removed from BellSouth's Premises, whichever period is longer. If LecStar fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from LecStar.
- 9.5 LecStar shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. LecStar shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from LecStar's insurance company. LecStar shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

 BellSouth Telecommunications, Inc.
 Attn.: Risk Management Coordinator
 17H53 BellSouth Center
 675 W. Peachtree Street
 Atlanta, Georgia 30375
- 9.6 LecStar must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If LecStar's net worth exceeds five hundred million dollars (\$500,000,000), LecStar may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. LecStar shall provide

audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to LecStar in the event that self-insurance status is not granted to LecStar. If BellSouth approves LecStar for self-insurance, LecStar shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of LecStar's corporate officers. The ability to self-insure shall continue so long as the LecStar meets all of the requirements of this Section. If the LecStar subsequently no longer satisfies this Section, LecStar is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to LecStar to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or LecStar), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of LecStar's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between LecStar's equipment and equipment of BellSouth. BellSouth may conduct an inspection if LecStar adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide LecStar with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, LecStar will be required, at its own expense, to conduct a statewide investigation of criminal history records for each LecStar employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the LecStar employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. LecStar shall not be required to perform this investigation if an affiliated company of LecStar has performed an investigation of the LecStar employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if LecStar has performed a pre-employment statewide investigation of criminal history records of the LecStar employee for the states/counties where the LecStar employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 LecStar will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 LecStar shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and LecStar's name. BellSouth reserves the right to remove from its premises any employee of LecStar not possessing identification issued by LecStar or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. LecStar shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. LecStar shall be solely responsible for ensuring that any Guest of LecStar is in compliance with all subsections of this Section.
- 12.4 LecStar shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. LecStar shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any LecStar personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that LecStar chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, LecStar may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 LecStar shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was

terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 LecStar shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each LecStar employee or agent hired by LecStar within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, LecStar shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, LecStar will disclose the nature of the convictions to BellSouth at that time. In the alternative, LecStar may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other LecStar employees requiring access to a BellSouth Premises pursuant to this Attachment, LecStar shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, LecStar shall promptly remove from BellSouth's Premises any employee of LecStar BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of LecStar is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview LecStar's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to LecStar's Security contact of such interview. LecStar and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving LecStar's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill LecStar for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that LecStar's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill LecStar for BellSouth property, which is stolen or damaged where an investigation determines the culpability of

LecStar's employees, agents, or contractors and where LecStar agrees, in good faith, with the results of such investigation. LecStar shall notify BellSouth in writing immediately in the event that LecStar discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. LecStar shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. **Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for LecStar's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for LecStar's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to LecStar, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. LecStar may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space

preparation has been completed. If LecStar's acceleration of the project increases the cost of the project, then those additional charges will be incurred by LecStar. Where allowed and where practical, LecStar may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, LecStar shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for LecStar's permitted use, until such Collocation Space is fully repaired and restored and LecStar's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where LecStar has placed an Adjacent Arrangement pursuant to Section 3, LecStar shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and LecStar shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 LecStar understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and LecStar agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and LecStar shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. LecStar should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for LecStar to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. LecStar will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by LecStar when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the LecStar space with proper notification. BellSouth reserves the right to stop any LecStar work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by LecStar are owned by LecStar. LecStar will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no

substantial new safety or environmental hazards can be created by LecStar or different hazardous materials used by LecStar at BellSouth Facility. LecStar must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by LecStar to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and LecStar will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and LecStar will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, LecStar must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and LecStar shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, LecStar agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. LecStar further agrees to cooperate with BellSouth to ensure that LecStar's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by LecStar, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>P&SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____ DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATI ONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB-- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application n Date	NOTES
			Standard Bays**	Non- Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following:
Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0" .
** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when LecStar is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.

1.2 Right to occupy. BellSouth shall offer to LecStar Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow LecStar to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by LecStar and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.

1.3 Space Reservation.

1.3.1 In all states other than Florida, the number of racks/bays specified by LecStar may contemplate a request for space sufficient to accommodate LecStar's growth within a two year period.

1.3.2 In the state of Florida, the number of racks/bays specified by LecStar may contemplate a request for space sufficient to accommodate LecStar's growth within an eighteen (18) month period.

1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

- 1.4 **Third Party Property.** If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies LecStar that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon LecStar's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for LecStar. LecStar agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for LecStar. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for LecStar as above, LecStar shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with LecStar in obtaining such permission.
- 1.5 **Space Reclamation.** In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. LecStar will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 **Use of Space.** LecStar shall use the Remote Collocation Space for the purposes of installing, maintaining and operating LecStar's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 **Rates and charges.** LecStar agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**

- 2.1 Space Availability Report. Upon request from LecStar, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.1 The request from LecStar for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. The CLLI code information for the serving central office is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If LecStar is unable to obtain the CLLI code from, for example, a site visit to the remote site, LecStar may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, LecStar should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. LecStar should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify LecStar and inform LecStar of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide LecStar with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a LecStar request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by LecStar, up to a maximum of thirty (30) wire centers per LecStar request per month per state, and up to for a maximum of 120 wire centers total per

month per state for all CLECs; and (iii) LecStar agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

3.1 Cageless. BellSouth shall allow LecStar to collocate LecStar's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow LecStar to have direct access to LecStar's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where LecStar's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, LecStar must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

3.2 Caged. At LecStar's expense, LecStar may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. LecStar's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with LecStar and provide, at LecStar's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for LecStar to obtain the zoning, permits and/or other licenses. LecStar's Certified Supplier shall bill LecStar directly for all work performed for LecStar pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LecStar's Certified Supplier. LecStar must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access LecStar's locked enclosure prior to notifying LecStar. Upon request, BellSouth shall construct the enclosure for LecStar.

3.2.1 BellSouth may elect to review LecStar's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to LecStar indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if LecStar has indicated their desire to construct their own enclosure. If LecStar's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then

notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review LecStar's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require LecStar to remove or correct within seven (7) calendar days at LecStar's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Collocation. LecStar may allow other telecommunications carriers to share LecStar's Remote Collocation Space pursuant to terms and conditions agreed to by LecStar ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. LecStar shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by LecStar that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and LecStar.

3.3.1 LecStar, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide LecStar with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, LecStar shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the

Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 LecStar shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of LecStar's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by LecStar and in conformance with BellSouth's design and construction specifications. Further, LecStar shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should LecStar elect Adjacent Collocation, LecStar must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, LecStar and LecStar's Certified Supplier must comply with local building code requirements. LecStar's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. LecStar's Certified Supplier shall bill LecStar directly for all work performed for LecStar pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LecStar's Certified Supplier. LecStar must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access LecStar's locked enclosure prior to notifying LecStar.
- 3.4.2 LecStar must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review LecStar's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require LecStar to remove or correct within seven (7) calendar days at LecStar's expense any structure that does not meet these plans and specifications.

- 3.4.3 LecStar shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At LecStar's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. LecStar's Certified Supplier shall be responsible, at LecStar's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit LecStar to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall LecStar use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by LecStar. Such connections to other carriers may be made using either optical or electrical facilities. LecStar may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. LecStar may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. LecStar is responsible for ensuring the integrity of the signal.
- 3.5.2 LecStar shall be responsible for obtaining authorization from the other CLEC(s) involved. LecStar must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. LecStar-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, LecStar may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs LecStar must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

4. **Occupancy**

4.1 **Occupancy.** BellSouth will notify LecStar in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). LecStar will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying LecStar that Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that LecStar fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by LecStar and billing will commence on the sixteenth day after BellSouth releases the Remote Collocation Space. LecStar must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, LecStar's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, LecStar may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate LecStar's right to occupy the Remote Collocation Space in the event LecStar fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, LecStar at its expense shall remove its equipment and other property from the Remote Collocation Space. LecStar shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of LecStar's Guests, unless LecStar's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. LecStar shall continue payment of monthly fees to BellSouth until such date as LecStar, and if applicable LecStar's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should LecStar or LecStar's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of LecStar or LecStar's Guest at LecStar's expense and with no liability for damage or injury to LecStar or LecStar's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of LecStar's right to occupy Remote Collocation Space, LecStar shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the LecStar except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts LecStar's BellSouth Certified Supplier

shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. LecStar shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on LecStar's failure to comply with this Section.

5.1.2.1 All LecStar equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped

with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

- 5.2 LecStar shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 LecStar shall place a plaque or other identification affixed to LecStar's equipment to identify LecStar's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. LecStar may elect to place LecStar-owned or LecStar-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. LecStar will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. LecStar must contact BellSouth for instructions prior to placing the entrance facility cable. LecStar is responsible for maintenance of the entrance facilities.
 - 5.4.1 Shared Use. LecStar may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to LecStar's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit C will apply. If LecStar desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between LecStar's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. LecStar or its agent must perform all required maintenance to LecStar equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 LecStar's Equipment and Facilities. LecStar, or if required by this Attachment, LecStar's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by LecStar which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. LecStar and its selected Certified Supplier must follow and

comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564..

- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, LecStar shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. LecStar agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of LecStar or LecStar's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by LecStar and returned to BellSouth Access Management within fifteen (15) calendar days of LecStar's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. LecStar agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of LecStar employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with LecStar or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
 - 5.8.1 BellSouth will permit one accompanied site visit to LecStar's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to LecStar. LecStar must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date LecStar desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, LecStar may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event LecStar desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit LecStar to access the Remote Collocation Space accompanied by a security escort at LecStar's expense. LecStar must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. LecStar shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), LecStar shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, LecStar shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of LecStar violates the provisions of this paragraph, BellSouth shall give written notice to LecStar, which notice shall direct LecStar to cure the violation within forty-eight (48) hours of LecStar's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if LecStar fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to LecStar's equipment. BellSouth will endeavor, but is not required, to provide notice to LecStar prior to taking such action and shall have no liability to LecStar for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and LecStar fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to LecStar or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, LecStar shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is

acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.11 Personalty and its Removal. Facilities and equipment placed by LecStar in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by LecStar at any time. Any damage caused to the Remote Collocation Space by LecStar's employees, agents or representatives shall be promptly repaired by LecStar at its expense.

5.12 Alterations. In no case shall LecStar or any person acting on behalf of LecStar make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by LecStar. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee.

5.13 Upkeep of Remote Collocation Space. LecStar shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. LecStar shall be responsible for removing any LecStar debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to LecStar and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Initial Application. For LecStar or LecStar's Guest(s) initial equipment placement, LecStar shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

6.3 Subsequent Application In the event LecStar or LecStar's Guest(s) desires to modify the use of the Remote Collocation Space after Bona Fide Firm Order, LecStar shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine

what modifications, if any, to the Remote Site Location are required to accommodate the change requested by LecStar in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Application Fee for Subsequent Application. The application fee paid by LecStar for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information.

6.4 Availability of Space. Upon submission of an application, BellSouth will permit LecStar to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify LecStar of the amount that is available.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify LecStar of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by LecStar or differently configured, LecStar must resubmit its application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by LecStar or differently configured, LecStar must

amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.

- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify LecStar of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by LecStar or differently configured, LecStar must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.
- 6.5 Denial of Application. If BellSouth notifies LecStar that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying LecStar that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow LecStar, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit LecStar to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent

to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.2 When space becomes available, LecStar must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If LecStar has originally requested caged collocation space and cageless collocation space becomes available, LecStar may refuse such space and notify BellSouth in writing within that time that LecStar wants to maintain its place on the waiting list without accepting such space. LecStar may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If LecStar does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove LecStar from the waiting list. Upon request, BellSouth will advise LecStar as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
 - 6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
 - 6.10.2 In South Carolina, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide

applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide applications one (1) –to five (5); within thirty-six (36) calendar days for Bona Fide applications six (6) –to ten (10); within forty-two (42) calendar days for Bona Fide applications eleven (11) –to fifteen (15). Response intervals for multiple Bona Fide applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.10.3 In Tennessee, BellSouth will provide a written response (“Application Response”) within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and a firm price quote for the space preparation fees, as described in Section 8 provided that LecStar has given BellSouth a forecast of LecStar’s collocation needs at least ten (10) calendar days prior to submitting an application if the LecStar has standardized space preparation rates in their Agreement and twenty (20) calendar days prior to submitting an application if the LecStar has standardized space preparation rates in their Agreement.
- 6.10.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable LecStar to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When LecStar submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.4 In Georgia and Mississippi, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.5 In Louisiana, when space has been determined to be available, BellSouth will respond with a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of LecStar or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge LecStar a full application fee as set forth in Exhibit C.

6.12 Bona Fide Firm Order.

6.12.1 Bona Fide Firm Order. In Alabama, Kentucky and North Carolina, LecStar shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when LecStar has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to LecStar's Bona Fide application. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to LecStar's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in 7.1.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.

6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. LecStar shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to LecStar's Bona Fide application or the application will expire.

6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of LecStar's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Alabama, Kentucky and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event LecStar submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event LecStar submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event LecStar submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with LecStar at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

7.1.1.1 To be considered a timely and accurate forecast, LecStar must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3, STS-1, OC-3, OC-12, OC-48, and OC-192 frame terminations, number of fused amps and planned application date.

7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and LecStar cannot agree upon a

completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

- 7.1.3 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order, or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with LecStar or seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide LecStar with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and LecStar will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to LecStar during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.5 Acceptance Walk Through. LecStar will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying LecStar that the collocation space is ready for occupancy ("Space Ready Date"). In the event that LecStar fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by LecStar. BellSouth will correct any deviations to LecStar's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. LecStar shall select a supplier which has been approved by BellSouth to perform all engineering and installation work. LecStar and LecStar's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, LecStar must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide LecStar with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing LecStar's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and LecStar upon successful completion of installation. The BellSouth Certified Supplier shall bill LecStar directly for all work performed for LecStar pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying LecStar or any supplier proposed by LecStar. All work performed by or for LecStar shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. LecStar shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service LecStar's Remote Collocation Space. Upon request, BellSouth will provide LecStar with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by LecStar. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, LecStar may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may

become available at the location requested by LecStar, such information will be provided to LecStar in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to LecStar within one hundred eighty 180 calendar days of BellSouth's written denial of LecStar's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) LecStar was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then LecStar may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. LecStar must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.9.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, LecStar cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if LecStar cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill LecStar for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

- 7.11 Licenses. LecStar, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. **Rates and Charges**
- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by LecStar's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by LecStar.
- 8.2 **Space Preparation**
- 8.2.1 Recurring Charges. Recurring charges begin on the date that LecStar executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the Space Ready Date, whichever is first. If LecStar fails to schedule and complete a walkthrough within fifteen (15) calendar days after BellSouth releases the space for occupancy, then BellSouth shall begin billing LecStar for recurring charges as of the sixteenth day after the Space Ready Date..
- 8.2.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power LecStar's equipment. LecStar shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.2 Power. BellSouth shall make available -48 Volt (-48V) DC power for LecStar's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at LecStar's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for LecStar's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.2.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC

power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by LecStar's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. LecStar's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At LecStar's option, LecStar may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.3 Security Escort. A security escort will be required whenever LecStar or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and LecStar shall pay for such half-hour charges in the event LecStar fails to show up.

8.4 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 LecStar shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 LecStar shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of LecStar's real and personal property situated on or within BellSouth's Remote Site Location.

- 9.2.4 LecStar may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to LecStar to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by LecStar shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all LecStar's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If LecStar fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from LecStar.
- 9.5 LecStar shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. LecStar shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from LecStar's insurance company. LecStar shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 LecStar must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If LecStar's net worth exceeds five hundred million dollars (\$500,000,000), LecStar may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. LecStar shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to LecStar in the event that self-insurance status is not granted to LecStar. If BellSouth approves

LecStar for self-insurance, LecStar shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of LecStar's corporate officers. The ability to self-insure shall continue so long as LecStar meets all of the requirements of this Section. If the LecStar subsequently no longer satisfies this Section, LecStar is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to LecStar to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or LecStar), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of LecStar's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between LecStar's equipment and equipment of BellSouth. BellSouth may conduct an inspection if LecStar adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide LecStar with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, LecStar will be required, at its own expense, to conduct a statewide investigation of criminal history records for each LecStar employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the LecStar employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. LecStar shall not be required to perform this investigation if an affiliated company of LecStar has performed an investigation of the LecStar employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if LecStar has performed a pre-employment statewide investigation of criminal history records of the LecStar employee for the states/counties where the LecStar employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 LecStar will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 LecStar shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and LecStar's name. BellSouth reserves the right to remove from its Remote Site Location any employee of LecStar not possessing identification issued by LecStar or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. LecStar shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. LecStar shall be solely responsible for ensuring that any Guest of LecStar is in compliance with all subsections of this Section 12.
- 12.4 LecStar shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. LecStar shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any LecStar personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that LecStar chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, LecStar may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 LecStar shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 LecStar shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former contractor of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each LecStar employee or agent hired by LecStar within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, LecStar shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, LecStar will disclose the nature of the convictions to BellSouth at that time. In the alternative, LecStar may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other LecStar employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, LecStar shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, LecStar shall promptly remove from BellSouth's Remote Site Location any employee of LecStar BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of LecStar is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview LecStar's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to LecStar's Security contact of such interview. LecStar and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving LecStar's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill LecStar for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and

mutually agreed in good faith that LecStar's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill LecStar for BellSouth property, which is stolen or damaged where an investigation determines the culpability of LecStar's employees, agents, or contractors and where LecStar agrees, in good faith, with the results of such investigation. LecStar shall notify BellSouth in writing immediately in the event that the LecStar discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. LecStar shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for LecStar's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for LecStar's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to LecStar, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall

be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. LecStar may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If LecStar's acceleration of the project increases the cost of the project, then those additional charges will be incurred by LecStar. Where allowed and where practical, LecStar may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, LecStar shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for LecStar's permitted use, until such Remote Collocation Space is fully repaired and restored and LecStar's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where LecStar has placed a Remote Site Adjacent Arrangement pursuant to Section 3, LecStar shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and LecStar shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 LecStar understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and LecStar agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and LecStar shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. LecStar should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for LecStar to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. LecStar will require its contractors, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by LecStar when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the LecStar space with proper notification. BellSouth reserves the right to stop any LecStar work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by LecStar are owned by LecStar. LecStar will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by LecStar or different

hazardous materials used by LecStar at BellSouth Facility. LecStar must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by LecStar to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and LecStar will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and LecStar will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, LecStar must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and LecStar shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, LecStar agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. LecStar further agrees to cooperate with BellSouth to ensure that LecStar's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by LecStar, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. **ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE-MONTH CLEC FORECAST

CLEC NAME _____ DATE _____

STATE	Remote Site/City	CAGED Sq. Ft.	CAGE-LESS # Bays	FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES

Notes: Forecast information will be used for no other purpose than collocation planning.

COLLOCATION - Alabama													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D
					Nonrecurring		OSS Rates(\$)				Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
					Recurring	Add'l							

COLLOCATION - Alabama																			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Nonrecurring		Recurring	Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st				Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						First	Add'l		First										Add'l
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PEIA1	46.20	46.20	0.0607	8.72	8.72									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PEIAA	15.40	15.40												
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PEIAR	45.02	45.02												
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PEIAK	26.19	26.19												
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PEIAL	26.19	26.19												
	Physical Collocation - Space Availability Report per premises	I		CLO	PEISR	2,150.00	2,150.00												
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PEIPE	0.08													
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PEIPF	0.17													
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDSL,WD SIS, USL, UTID1, UTXD1, UNCIX, ULDD1, USLEL, UNLD1	PEIPG	0.89													
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, UITD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, UIT51, ULDS1, UNLD3, UDL, UDLX	PEIPH	4.74													
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULDO3, UITO3, UHT12, UIT48, UDLO3, UDL12, UDF	PEIB2	32.02													
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULDO3, UITO3, UHT12, UIT48, UDLO3, UDL12, UDF	PEIB4	40.48													
	Physical Collocation - Request Resend of CFA Information, per CFI			CLO	PEIC9	77.56													
	Collocation Cable Records - per request			CLO	PEICR	1,518.57													
	Collocation Cable Records - VG/DSO Cable, per cable record			CLO	PEICD	653.83													
	Collocation Cable Records - VG/DSO Cable, per each 100 pair			CLO	PEICO	9.82	9.82												
	Collocation Cable Records - DS1, per T3TIE			CLO	PEICT	4.50	4.50												
	Collocation Cable Records - DS3, per T3TIE			CLO	PEIC3	15.75	15.75												
	Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PEICB	188.97	188.97												
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PEIBT	33.85	21.45												
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PEIOT	44.09	27.71												

COLLOCATION - Alabama																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Recurring	Nonrecurring Add'l										
						First	First			Disconnect Add'l						
	Physical Collocation - Security Escort - Premium, per Half Hour V to P Conversion, Per Customer Request-Voice Grade		CLO,CLORS	PEIPT												
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBV	33.00	54.33	33.96									
	V to P Conversion, Per Customer Request-DS1		CLO	PEIBO	33.00											
	V to P Conversion, Per Customer Request-DS3		CLO	PEIB1	52.00											
	V to P Conversion, Per Customer Request per VG Circuit		CLO	PEIB3	52.00											
	Reconfigured															
	V to P Conversion, Per Customer Request per DSO Circuit		CLO	PEIBR	23.00											
	Reconfigured															
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PEIBP	23.00											
	Reconfigured															
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PEIBS	33.00											
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 pairs or fraction thereof		CLO	PEIBE	37.00											
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO	PEIB7	592.00											
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO,UDF	PEIES	0.0011											
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO, UE3, USL	PEIDS	0.0018											
			CLO	PEIDT		584.22										
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.		GLOAC	PEIJA	0.2542											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		GLOAC	PEIJC	5.44											
	Adjacent Collocation - 2-Wire Cross-Connects		GLOAC	PEIP2	0.0598	24.95	23.97	12.80	11.67							
	Adjacent Collocation - 4-Wire Cross-Connects		GLOAC	PEIP4	0.1196	25.14	24.11	13.18	11.98							
	Adjacent Collocation - DS1 Cross-Connects		USL GLOAC	PEIP1	1.04	44.19	32.13	12.94	11.82							
	Adjacent Collocation - DS3 Cross-Connects		GLOAC	PEIP3	14.12	41.93	30.69	14.72	12.05							
	Adjacent Collocation - 2-Fiber Cross-Connect		GLOAC	PEIF2	2.39	41.93	30.69	14.72	12.05							
	Adjacent Collocation - 4-Fiber Cross-Connect		GLOAC	PEIF4	4.57	51.14	39.90	18.97	16.30							
	Adjacent Collocation - Application Fee		GLOAC	PEIJB	1,555.00			0.99								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		GLOAC	PEIFB	5.39											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		GLOAC	PEIFD	10.79											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		GLOAC	PEIFE	16.18											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		GLOAC	PEIFG	37.37											
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee		CLORS	PEIRA	224.82	608.17	608.17	323.44	323.44							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PEIRB												
	Physical Collocation in the Remote Site - Security Access - Key per Premises Requested		CLORS	PEIRD	25.88	25.88	25.88									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PEISR	229.02	229.02	229.02									
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested		CLORS	PEIRE	74.22	74.22	74.22									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO		CLORS	PEIRR	233.38	233.38	233.38									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PEIRS	6.27											
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PEIRT	0.134											
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PEIRU		755.62	755.62									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D	
					Recurring	Nonrecurring		First	Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						First	Add'l								SOMECA

COLLOCATION - Florida														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
					Recurring		Nonrecurring				Nonrecurring First	Disconnect Add'l		
					First	Add'l	First	Add'l						
	Physical Collocation - Security Access System - New Access Card Activation, per Card													
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card		CLO	PE1A1	0.0577	55.80								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AA		15.65								
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AR		45.75								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AK		26.30								
	Physical Collocation - Space Availability Report per premises		CLO	PE1AL		26.30								
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PE1SR		2,159.00								
	Collocation - Cable Records - per request		CLO	PE1C9		77.54								
	Collocation - Cable Records - VG/DSO Cable, per cable record		CLO	PE1CR		1,525.00		287.08						
	Collocation - Cable Records - VG/DSO Cable, per cable record		CLO	PE1CD		656.50		379.78						
	Collocation - Cable Records - VG/DSO Cable, per each 100 pair		CLO	PE1CO		9.66	9.66	11.84	11.84					
	Collocation - Cable Records - DS1, per T1TIE		CLO	PE1C1		4.52	4.52	5.54	5.54					
	Collocation - Cable Records - DS3, per T3TIE		CLO	PE1C3		15.82	15.82	19.40	19.40					
	Collocation - Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		169.67	169.67	154.89	154.89					
	Physical Collocation - Security Escort - Basic, Per Quarter Hour		CLO	PE1BQ		10.89								
	Physical Collocation - Security Escort - Overline, Per Quarter Hour		CLO	PE1OQ		13.64								
	Physical Collocation - Security Escort - Premium, Per Quarter Hour		CLO	PE1PQ		16.40								
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO, CLORS	PE1BT		33.99	21.54							
	Physical Collocation - Security Escort - Overline, per Half Hour		CLO, CLORS	PE1OT		44.27	27.82							
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO, CLORS	PE1PT		54.55	34.10							
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PE1BV	33.00									
	V to P Conversion, Per Customer Request-DS0		CLO	PE1B0	33.00									
	V to P Conversion, Per Customer Request-DS1		CLO	PE1B1	52.00									
	V to P Conversion, Per Customer request-DS3		CLO	PE1B3	52.00									
	Reconfigured		CLO	PE1BR	23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit		CLO	PE1BP	23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PE1BS	33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PE1BE	37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 pairs or fraction thereof		CLO	PE1B7	592.00									
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO, UDF	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO, UE3, USL	PE1DS	0.0014									
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO	PE1DT		584.11								
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA	0.1635									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC	5.11									
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PE1F2	0.0213	24.68	23.69	11.77	23.79					
	Adjacent Collocation - 4-Wire Cross-Connects		CLOAC	PE1P4	0.0426	24.68	23.63	12.04	10.80					
	Adjacent Collocation - DS1 Cross-Connects		USL, CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91					
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15					
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1F2	2.81	30.52	13.91	11.16	11.16					
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1F4	5.38	51.30	39.87	18.29	15.54					
	Adjacent Collocation - Application Fee		CLOAC	PE1JB		2,765.00		1.01						

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect First	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Recurring	Nonrecurring Add'l				SOMECH	SOMAN	SOMAN			SOMAN
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FB	5.38										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FD	10.77										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FE	16.15										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FG	37.30										
	Adjacent Collocation - Cable Support Structure per Entrance Cable		CLOAC	PE1PM	18.96										
PHYSICAL COLLOCATION IN THE REMOTE SITE	Physical Collocation in the Remote Site - Application Fee		CLORS	PE1RA	219.49	617.91	328.81								
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PE1RB											
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PE1RD	26.30										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PE1SR	232.69										
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PE1RE	75.41										
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO		CLORS	PE1RR	233.51										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION - Georgia															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect First Add'l	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Recurring	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st			Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						First	Add'l								
	PHYSICAL COLLOCATION														
	Physical Collocation - Application Fee - Initial		CLO	PEIBA											
	Physical Collocation - Application Fee - Subsequent		CLO	PEICA			3,850.00 3,130.00								
	Physical Collocation Reduced Rate - Application Fee - Subsequent		CLO	PEIBL			740.83								
	Physical Collocation - Space Preparation Fee Per Square Ft.		CLO	PEISS			100.00	100.00							
	Physical Collocation - Space Preparation - Firm Order Processing	I	CLO	PEISJ			1,187.00								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I	CLO	PEISK		2.02									
	Physical Collocation - Space Preparation - Common Systems	I	CLO	PEISL		2.80									
	Physical Collocation - Space Preparation - Common Systems	I	CLO	PEISM		95.23									
	Physical Collocation - Cable Installation		CLO	PEIBD			2,750.00	2,750.00							
	Physical Collocation - Floor Space per Sq. Ft.		CLO	PEIPJ		7.50									
	Physical Collocation - Floor Space - Zone B per Sq. Ft.		CLO	PEIPK		6.75									
	Physical Collocation - Cable Support Structure		CLO	PEIPM		13.35									
	Physical Collocation - Power -48V DC Power, per Fused Amp	I	CLO	PEIPL		8.06									
	Physical Collocation - Power Reduction, Application Fee	I	CLO	PEIPR			398.80								
	Physical Collocation - 120V, Single Phase Standby Power Rate	I	CLO	PEIFB		5.52									
	Physical Collocation - 240V, Single Phase Standby Power Rate	I	CLO	PEIFD		11.05									
	Physical Collocation - 120V, Three Phase Standby Power Rate	I	CLO	PEIFE		16.58									
	Physical Collocation - 277V, Three Phase Standby Power Rate	I	CLO	PEIFG		38.27									
	Physical Collocation - 2-Wire Cross-Connects		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,UDL,UNCVX, UNLDX,UNCNX	PEIP2		0.30	12.60	12.60							
	Physical Collocation - 4-Wire Cross-Connects		CLO,UAL,UDL, UDN,UEA,UHL, UNCVX,UNCDX, UCL	PEIP4		0.50	12.60	12.60							
	Physical Collocation - DS1 Cross-Connects		CLO,UEANL,UEQ,W DS1L,WDSIS,USL, UITD1,UXTD1, UNC1X,ULDD1, USLEL,UNLD1,UDL, GLO,UE3,UITD3, UXTD3,UXTS1, UNC3X,UNC5X, ULDD3, UIT31,ULDS1, UNLD3,UDL	PEIP1		8.00	155.00	27.00							
	Physical Collocation - DS3 Cross-Connects		CLO,ULDO3, ULD12,ULD48, UITO3,UIT12, UIT48,UDLO3, UDL12,UDF	PEIP3		72.00	155.00	27.00							
	Physical Collocation - 2-Fiber Cross-Connect		CLO,ULDO3, ULD12,ULD48, UITO3,UIT12, UIT48,UDLO3, UDL12,UDF	PEIF2		2.86	52.14	38.72							
	Physical Collocation - 4-Fiber Cross-Connect		CLO,ULDO3, ULD12,ULD48, UITO3,UIT12, UIT48,UDLO3, UDL12,UDF	PEIF4		5.08	64.74	51.31							
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I	CLO	PEIBW		161.27									
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I	CLO	PEICW		15.82									

COLLOCATION - Georgia										Attachment: 4				Exhibit: D		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Recurring	Nonrecurring First	Nonrecurring Add'l				SOMEC	SOMAN		SOMAN	SOMAN	
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.															
	Physical Collocation - Security Access System - New Access Card Activation, per Card		CLO	PE1AY	0.0172											
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card		CLO	PE1A1	0.0607	46.20		46.20								
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card		CLO	PE1A4		8.72		8.72								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AA		15.40		15.40								
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AR		45.02		45.02								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AK		26.16		26.16								
	Physical Collocation - Space Availability Report per premises	I	CLO	PE1AL		26.16		26.16								
			CLO	PETSR		2,148.00		2,148.00								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.40											
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,USL, UNCVX, UNCDX	PE1PF	1.20											
			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,WD S1S, USL, UT1D1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20											
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3,UDL,UDLSX	PE1PH	8.00											
			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,ULDO3, ULD12,ULD48, U1T03,U1T12, U1T48,UDLO3, UDL12,UDF	PE1B2	38.79											
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,ULDO3, ULD12,ULD48, U1T03,U1T12, U1T48,UDLO3, UDL12,UDF	PE1B4	52.31											
			CLO	PE1C9		77.42		77.42								
	Collocation Cable Records - per request		CLO	PE1CR		1,706.00		1,706.00								
	Collocation Cable Records - VG/DS0 Cable, per cable record		CLO	PE1CD		922.38		922.38								
	Collocation Cable Records - VG/DS0 Cable, per each 100 pair		CLO	PE1CO		18.00		18.00								
	Collocation Cable Records - DS1, per T1T1E		CLO	PE1C1		8.43		8.43								
	Collocation Cable Records - DS3, per T3T1E		CLO	PE1C3		29.49		29.49								
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		278.61		278.61								

COLLOCATION - Georgia																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Recurring	Nonrecurring First	Nonrecurring Add'l				SOME	SOMAN	OSS Rate(\$)	SOMAN	SOMAN	
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLORS	PEIBT			41.00	25.00								
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLORS	PEIOT			48.00	30.00								
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PEIPT												
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00			35.00								
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBO	33.00											
	V to P Conversion, Per Customer Request-DS1		CLO	PEIBI	52.00											
	V to P Conversion, Per Customer Request-DS3		CLO	PEIB3	52.00											
	Reconfigured		CLO	PEIBR	23.00											
	V to P Conversion, Per Customer Request per DS0 Circuit		CLO	PEIBP	23.00											
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PEIBS	33.00											
	Reconfigured		CLO	PEIBE	37.00											
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PEIB7	592.00											
	V to P Conversion, Cable Pairs Assigned to Cello Space per 700 pairs or fraction thereof		CLO	PEIES	0.001											
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO,UDF	PEIDS	0.0015											
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO, UE3, USL	PEIDT		583.18										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO	PEIJA												
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PEIJC	0.2542											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PEIP2	5.44											
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PEIP4	0.598	24.95	23.97	11.80	10.87							
	Adjacent Collocation - 4-Wire Cross-Connects		CLOAC	PEIP1	0.1196	25.14	24.11	12.15	10.93							
	Adjacent Collocation - DS1 Cross-Connects		USL,CLOAC	PEIP3	1.04	44.19	32.13	11.93	10.81							
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PEIP2	14.12	41.93	30.69	13.71	11.04							
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PEIF2	2.39	41.93	30.69	13.71	11.05							
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PEIF4	4.57	51.14	39.90	17.98	15.29							
	Adjacent Collocation - Application Fee		CLOAC	PEIFB		1,555.00										
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFB	5.39											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFD	10.79											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFE	16.18											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFG	38.27											
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIUD	37.37											
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee		CLORS	PEIRA		608.18	608.17	323.63	323.63							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PEIRB	224.82											
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PEIRD		25.88	25.88									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PEISR		229.02	229.02									
	Physical Collocation in the Remote Site - Remote Site CILI Code Request, per CILI Code Requested		CLORS	PEIRE		74.22	74.22									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO		CLORS	PEIRR		232.88										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PEIRS	6.27											
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PEIRT	0.134											
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PEIRU		755.62	755.62									

COLLOCATION - Georgia										
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D
								Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st Add'l	

COLLOCATION - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
					Recurring	Nonrecurring Add'l			Nonrecurring First	Disconnect Add'l			SOMEC	SOMAN	SOMAN	SOMAN
								</								

COLLOCATION - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
					Recurring	Nonrecurring				SOMECH	SOMAN	SOMAN			OSS Rates(\$)
						First	Add'l								
	Physical Collocation - Security Access System - New Access Card Activation, per Card		CLO	PE1A1	0.058	55.79	55.79						SOMAN		
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card		CLO	PE1AA		15.64	15.64						SOMAN		
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		45.74	45.74						SOMAN		
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		26.29	26.29						SOMAN		
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		26.29	26.29						SOMAN		
	Physical Collocation - Space Availability Report per premises		CLO	PE1SR		2,158.67	2,158.67						SOMAN		
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113								SOMAN		
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,USL, UNCVX, UNCDX	PE1PF	0.23								SOMAN		
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDSL,WD SIS,USL,UITD1, UXTD1,UNCIX, ULDD1,USLEL, UNLD1	PE1PG	1.60								SOMAN		
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UES, UITD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, UITST, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23								SOMAN		
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, UITO3, UIT12, UIT48, UDLO3, UDL12, UDF	PE1B2	48.57								SOMAN		
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, UITO3, UIT12, UIT48, UDLO3, UDL12, UDF	PE1B4	65.50								SOMAN		
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PE1C9		77.55							SOMAN		
	Collocation Cable Records - per request		CLO	PE1CR		1,524.45	980.01						SOMAN		
	Collocation Cable Records - VQ/DSO Cable, per cable record		CLO	PE1CD		656.37	656.37						SOMAN		
	Collocation Cable Records - VQ/DSO Cable, per each 100 pair		CLO	PE1CO		9.65	9.65						SOMAN		
	Collocation Cable Records - DS1, per T1TIE		CLO	PE1C1		4.52	4.52						SOMAN		
	Collocation Cable Records - DS3, per T3TIE		CLO	PE1C3		15.81	15.81						SOMAN		
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		169.63	169.63						SOMAN		
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLORS	PE1BT		33.98	21.53						SOMAN		
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLORS	PE1OT		44.26	27.81						SOMAN		

COLLOCATION - Kentucky										Attachment: 4				Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
					Recurring	Nonrecurring									
					First	First									
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PEIPT		34.09									
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00										
	V to P Conversion, Per Customer Request-DSO		CLO	PEIBO	33.00										
	V to P Conversion, Per Customer Request-DS1		CLO	PEIB1	52.00										
	V to P Conversion, Per Customer Request-DS3		CLO	PEIB3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit		CLO	PEIBR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit		CLO	PEIBP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PEIBS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PEIBE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700		CLO	PEIB7	592.00										
	per or fraction thereof														
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable		CLO,UDF	PEIES	0.0012										
	Support Structure, per cable, per linear ft.														
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax		CLO, UE3, USL	PEIDS	0.0018										
	Cable Support Structure, per cable, per lin. ft.														
	Physical Collocation - Co-Carrier Cross Connects - Application Fee,		CLO	PEIDT	584.20										
	per application														
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PEIJA	0.0173										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PEIJC	5.35										
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PEIP2	0.0250	24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,UDL,UCL	PEIP4	0.0515	24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects		USL,CLOAC	PEIP1	1.37	44.23	31.98	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PEIP3	18.61	41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PEIF2	3.15	41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PEIF4	6.02	51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee		CLOAC	PEIJB		3,165.50		1.01							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate		CLOAC	PEIFB	5.44										
	per AC Breaker Amp														
	Adjacent Collocation - 240V, Single Phase Standby Power Rate		CLOAC	PEIFD	10.88										
	per AC Breaker Amp														
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per		CLOAC	PEIFE	16.32										
	AC Breaker Amp														
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per		CLOAC	PEIFG	37.68										
	AC Breaker Amp														
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee		CLORS	PEIRA		617.78		338.89							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PEIRB	219.67										
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PEIRD		28.29									
	Physical Collocation in the Remote Site - Space Availability Report		CLORS	PEISR		232.64									
	per Premises Requested														
	Physical Collocation in the Remote Site - Remote Site CLLI Code		CLORS	PEIRE		75.40									
	Request, per CLLI Code Requested		CLORS	PEIRR		233.42									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO														
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PEIRS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PEIRT	0.134										
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PEIRU		755.62		755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION - Louisiana												
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D
					Recurring	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
						First	Add'l					
	PHYSICAL COLLOCATION											
	Physical Collocation - Application Fee - Initial		CLO	PEIBA								
	Physical Collocation - Application Fee - Subsequent		CLO	PEICA		1,837.24						
						1,533.41						
	Physical Collocation Reduced Rate - Application Fee - Subsequent		CLO	PEIBL		741.97						
	Physical Collocation - Space Preparation - Firm Order Processing		CLO	PEISJ		563.93						
	Physical Collocation - Space Preparation - C.O. Modification per square ft.		CLO	PEISK	2.31							
	Physical Collocation - Space Preparation - Common Systems		CLO	PEISL	2.70							
	Physical Collocation - Space Preparation - Common Systems		CLO	PEISM	91.60							
	Physical Collocation - Cable Installation		CLO	PEIBD		841.54	841.54					
	Physical Collocation - Floor Space per Sq. Ft.		CLO	PEIPJ	5.30							
	Physical Collocation - Cable Support Structure		CLO	PEIPM	18.31							
	Physical Collocation - Power -48V DC Power, per Fused Amp	I	CLO	PEIPL	8.32							
	Physical Collocation - Power Reduction, Application Fee	I	CLO	PEIPR	398.88							
	Physical Collocation - 120V, Single Phase Standby Power Rate		CLO	PEIFB	5.45							
	Physical Collocation - 240V, Single Phase Standby Power Rate		CLO	PEIFD	10.92							
	Physical Collocation - 120V, Three Phase Standby Power Rate		CLO	PEIFE	16.37							
	Physical Collocation - 277V, Three Phase Standby Power Rate		CLO	PEIFG	37.80							
	Physical Collocation - 2-Wire Cross-Connects		UEANL,UEA,UDN,U DC,UAL,UHL,UCLU EQ,UDL,UNCVX, UNLDX,UNCNX	PEIP2	0.0318	11.94	11.46					
	Physical Collocation - 4-Wire Cross-Connects		CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PEIP4	0.0636	12.04	11.53					
	Physical Collocation - DS1 Cross-Connects		CLO,UEANL,UEQ,W DS1L,WDS1S,USL,UITD1,UXTD1,UNCIX,ULDD1,USLEL,UNLD1,UDL	PEIP1	1.04	21.39	15.47					
	Physical Collocation - DS3 Cross-Connects		CLO,UE3,UITD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,UITD3,UDL	PEIP3	13.21	20.28	14.76					
	Physical Collocation - 2-Fiber Cross-Connect		CLO,UDL03,ULD12,ULD48,UIT03,UIT12,UIT48,UDL03,UDL12,UDF	PEIF2	2.62	20.28	14.76					
	Physical Collocation - 4-Fiber Cross-Connect		CLO,UDL03,ULD12,ULD48,UIT03,UIT12,UIT48,UDL03,UDL12,UDF	PEIF4	4.65	24.81	19.29					
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.		CLO	PEIBW	184.50							
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.		CLO	PEICW	18.10							
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.		CLO	PEIAY	0.0224							

COLLOCATION - Louisiana										Attachment: 4				Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Recurring	Nonrecurring									
						First	Add'l				SOME	SOMAN			
	Physical Collocation - Security Access System - New Access Card Activation, per Card		CLO	PEIA1	0.0579	27.50									
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card		CLO	PEIAA		7.74	7.74								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PEIAR		22.64	22.64								
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PEIAK		13.01	13.01								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PEIAL		13.01	13.01								
	Physical Collocation - Space Availability Report per premises		CLO	PEISR		1,044.07	1,044.07								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCX	PEIPE	0.079										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PEIPF	0.158										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDSL,W SIS, USL, UT1D1, UTXD1, UNCIX, ULDD1, USLEL, UNLD1	PEIPG	1.12										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, UITD3, UXTD3, UTXS1, UNC3X, UNC3X, ULDD3, UITD3, ULDS1, UNLD3, UDL, UDLX	PEIPH	9.95										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULDA8, UITD3, UT1T12, UITD3, ULDO3, ULD12, UDF	PEIB2	33.96										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULDA8, UITD3, UT1T12, UITD3, ULDO3, ULD12, UDF	PEIB4	45.80										
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PEIC9		77.43									
	Collocation Cable Records - per request		CLO	PEICR	10.97										
	Collocation Cable Records - V3/DSO Cable, per cable record		CLO	PEICD	5.29										
	Collocation Cable Records - V3/DSO Cable, per each 100 pair		CLO	PEICO	0.08										
	Collocation Cable Records - DS1, per T1T1E		CLO	PEIC1	0.04										
	Collocation Cable Records - DS3, per T3T1E		CLO	PEIC3	0.13										
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PEICB	1.37										
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLOHS	PEIBT		18.44	10.42								
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLOHS	PEIOT		21.41	13.45								

COLLOCATION - Louisiana													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D
					Nonrecurring		OSS Rates(\$)						
					First	Add'l					SOME	SOMAN	
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PEIPT									
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00	28.38	16.49						
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBO	33.00								
	V to P Conversion, Per Customer Request-DS1		CLO	PEIB1	52.00								
	V to P Conversion, Per Customer request-DS3		CLO	PEIB3	52.00								
	V to P Conversion, Per Customer Request per VG Circuit												
	Reconfigured												
	V to P Conversion, Per Customer Request per DS0 Circuit		CLO	PEIBR	23.00								
	Reconfigured												
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PEIBP	23.00								
	Reconfigured												
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PEIBS	33.00								
	Reconfigured												
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700		CLO	PEIBE	37.00								
	ps or fraction thereof												
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable		CLO	PEIB7	592.00								
	Support Structure, per cable, per linear ft.		CLO,UDF	PEIES	0.001								
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax												
	Cable Support Structure, per cable, per lin. ft.		CLO,UE3,USL	PEIDS	0.0015								
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO	PEIDT	593.30								
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PEIJA	0.0552								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PEIJC	5.61								
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PEIP2	0.0245	11.94	11.46						
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,UDL,UCL										
	Adjacent Collocation - DS1 Cross-Connects		CLOAC	PEIP4	0.0491	12.04	11.53						
	Adjacent Collocation - DS3 Cross-Connects		USL,CLOAC	PEIP1	0.9605	21.39	15.47						
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PEIP3	13.01	20.28	14.76						
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PEIF2	2.20	20.28	14.76						
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PEIF4	4.21	24.81	19.29						
	Adjacent Collocation - Application Fee		CLOAC	PEIJB	1,543.20								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFB	5.45								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFD	10.92								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFE	16.37								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFG	37.80								
PHYSICAL COLLOCATION IN THE REMOTE SITE													
	Physical Collocation in the Remote Site - Application Fee		CLORS	PEIRA	298.80	298.80							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PEIRB	225.39								
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PEIRD	13.01	13.01							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PEISR	112.52	112.52							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested		CLORS	PEIRE	36.47	36.47							
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO		CLORS	PEIRR	233.21								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PEIRS	6.27								
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PEIRT	0.134								
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PEIRU	755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.													

[illegible]

COLLOCATION - Mississipp															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D
					Recurring	Nonrecurring		First	Add'l			SOMAN	SOMAN	SOMAN	
						First	Add'l								
	Physical Collocation - Security Access System - New Access Card Activation, per Card													Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I	CLO	PE1A1	0.0576	27.95	27.95							Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I	CLO	PE1AA		7.84	7.84								
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AR		22.91	22.91								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AK		13.17	13.17								
	Physical Collocation - Space Availability Report per premises	I	CLO	PE1AL		13.17	13.17								
			CLO	PE1SR		1,081.40	1,081.40								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX,UNCDDX, UNCXK	PE1PE	0.0887										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,USL, UNCVX,UNCDDX	PE1PF	0.1734										
			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDSL,WD SIS,USL,UITD1, UXTD1,UNC1X, ULDD1,USLEL, UNLD1	PE1PG	1.22										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, UITD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, UITTS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.91										
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDD3, ULD12, ULDD48, UITD3, UIT12, UIT48, UDLO3, UDL12, UDF	PE1B2	37.26										
			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDD3, ULD12, ULDD48, UITD3, UIT12, UIT48, UDLO3, UDL12, UDF	PE1B4	50.24										
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		CLO	PE1C9		77.41									
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PE1CR		763.69		133.77							
	Collocation Cable Records - per request		CLO	PE1CD		328.81		190.22							
	Collocation Cable Records - VGS/DS0 Cable, per cable record														
	Collocation Cable Records - VGS/DS0 Cable, per each 100 pair		CLO	PE1CO		4.84	4.84	5.93							
	Collocation Cable Records - DS1, per T1TIE		CLO	PE1C1		2.27	2.27	2.78							
	Collocation Cable Records - DS3, per T3TIE		CLO	PE1C3		7.92	7.92	9.72							
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		84.98	84.98	77.58							
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLOHS	PE1BT		17.02	10.79								
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLOHS	PE1OT		22.17	13.94								

COLLOCATION - Mississippi																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D				
					Recurring	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st			
						First	Add'l									
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PEIPT												
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00	27.32	17.08									
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBO	33.00											
	V to P Conversion, Per Customer Request-DS1		CLO	PEIB1	52.00											
	V to P Conversion, Per Customer request-DS3		CLO	PEIB3	52.00											
	V to P Conversion, Per Customer Request per VG Circuit															
	Reconfigured															
	V to P Conversion, Per Customer Request per DS0 Circuit															
	Reconfigured															
	V to P Conversion, Per Customer Request per DS1 Circuit															
	Reconfigured															
	V to P Conversion, Per Customer Request per DS3 Circuit															
	Reconfigured															
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 pairs or fraction thereof															
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.															
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.															
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application															
ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.															
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.															
	Adjacent Collocation - 2-Wire Cross-Connects															
	Adjacent Collocation - 4-Wire Cross-Connects															
	Adjacent Collocation - DS1 Cross-Connects															
	Adjacent Collocation - DS3 Cross-Connects															
	Adjacent Collocation - 2-Fiber Cross-Connect															
	Adjacent Collocation - 4-Fiber Cross-Connect															
	Adjacent Collocation - Application Fee															
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp															
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp															
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp															
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp															
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee															
	Cabinet Space in the Remote Site per Bay/ Rack															
	Physical Collocation in the Remote Site - Security Access - Key per Premises Requested															
	Physical Collocation in the Remote Site - Space Availability Report Request, per CLLI Code Requested															
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO															
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp															
	Remote Site-Adjacent Collocation - Real Estate, per square foot															
	Remote Site-Adjacent Collocation-Application Fee															
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

COLLOCATION - North Carolina												
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Exhibit: D Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
					Recurring	Nonrecurring	First	Add'l	Disconnect	SOMECH	SOMAN	

COLLOCATION - North Carolina														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Nonrecurring Disconnect First	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: D	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Recurring	Nonrecurring					Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l		
						First	Add'l							
	Physical Collocation - Security Access System - New Access Card Activation, per Card													
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I	CLO	PE1A1	0.062	55.30	55.30							
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I	CLO	PE1AA		15.51	15.51							
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AR		45.34	45.34							
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AK		26.18	26.18							
	Physical Collocation - Space Availability Report per premises	I	CLO	PE1AL		26.18	26.18							
			CLO	PE1SR		2,140.00	2,140.00							
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANLUEA,UDNLU DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX,UNCDX, UNCX	PE1PE	0.10									
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANLUEA,UDNLU DC,UAL,UHL,UCL,U EQ,CLO,USL, UNCVX,UNCDX	PE1PF	0.19									
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANLUEA,UDNLU DC,UAL,UHL,UCL,U EQ,CLO,WDSL,WD SIS,USL,UTTD1, UTXD1,UNCIX, ULDD1,USLEL, UNLD1	PE1PG	0.79									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect		UEANLUEA,UDNLU DC,UAL,UHL,UCL,U EQ,CLO,UE3, UITD3, UXTD3, UXTS1, UNC3X, UNCX, ULDD3, UTS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	4.85									
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANLUEA,UDNLU DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, UITO3, UIT12, UIT48, UDLO3, UDL12, UDF	PE1B2	45.30									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEANLUEA,UDNLU DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, UITO3, UIT12, UIT48, UDLO3, UDL12, UDF	PE1B4	61.09									
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PE1C9		77.48								
	Collocation Cable Records - per request		CLO	PE1CR		1,707.00								
	Collocation Cable Records - Vg/DSO Cable, per cable record		CLO	PE1CD		923.08								
	Collocation Cable Records - Vg/DSO Cable, per each 100 pair		CLO	PE1CO		18.02	18.02							
	Collocation Cable Records - DS1, per T1T1E		CLO	PE1C1		8.43	8.43							
	Collocation Cable Records - DS3, per T3T1E		CLO	PE1C3		29.51	29.51							
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		278.82	278.82							
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLORS	PE1BT		42.92	25.56							
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLORS	PE1OT		54.51	32.44							

COLLOCATION - North Carolina														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D	
					Recurring	Nonrecurring				SOMEK	SOMAN	OSS Rate(\$)		SOMAN
						First	Add'l							
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLO,RS	PEIPT										
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00	66.10	39.32							
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBO	33.00									
	V to P Conversion, Per Customer Request-DS1		CLO	PEIB1	52.00									
	V to P Conversion, Per Customer request-DS3		CLO	PEIB3	52.00									
	V to P Conversion, Per Customer Request per VG Circuit													
	Reconfigured													
	V to P Conversion, Per Customer Request per DS0 Circuit		CLO	PEIBR	23.00									
	Reconfigured													
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PEIBP	23.00									
	Reconfigured													
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PEIBS	33.00									
	Reconfigured													
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700		CLO	PEIBE	37.00									
	plus or fraction thereof													
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable		CLO	PEIB7	592.00									
	Support Structure, per cable, per linear ft.		CLO,UDF	PEIES	0.0018									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax													
	Cable Support Structure, per cable, per lin. ft.		CLO, UE3, USL	PEIDS	0.0027									
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO	PEIDT	593.66									
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PEIJA	0.179									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PEIJC	5.96									
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PEIP2	0.32	41.78	39.23							
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,UDL,UCL	PEIP4	0.64	41.91	39.25							
	Adjacent Collocation - DS1 Cross-Connects		USL,CLOAC	PEIP1	2.34	71.02	51.08							
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PEIP3	42.84	69.84	49.43							
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PEIF2	2.94	51.97	38.59							
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PEIF4	5.62	64.53	51.15							
	Adjacent Collocation - Application Fee		CLOAC	PEIJB	3,153.00									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFB	5.50									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFD	11.01									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFE	16.51									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFG	38.12									
PHYSICAL COLLOCATION IN THE REMOTE SITE														
	Physical Collocation in the Remote Site - Application Fee		CLORS	PEIRA	865.34	865.34	865.34							
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PEIRB	254.02									
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PEIRD	26.06	26.06	26.06							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PEISR	230.60	230.60	230.60							
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested		CLORS	PEIRE	74.74	74.74	74.74							
	Remote Site DIEC Data (BRSD), per Compact Disk, per CO		CLORS	PEIRR	232.94	232.94								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT														
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PEIRS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PEIRT	0.134									
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PEIRU	755.62	755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														

[illegible]

COLLOCATION - South Carolina														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D
					Recurring	Nonrecurring		Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
						First	Add'l							
	Physical Collocation - Security Access System - New Access Card Activation, per Card		CLO	PE1A1	0.0801	27.85	27.85					SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card		CLO	PE1AA		7.81	7.81							
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		22.83	22.83							
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		13.13	13.13							
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		13.13	13.13							
	Physical Collocation - Space Availability Report per premises		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1SR		1,077.57	1,077.57							
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PE	0.085									
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDSL,WD S1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PF	0.1701									
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, U1DS1, U1ND3, UDL, U1LSX	PE1PG	1.20									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1PH	10.71									
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.55									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEANLUEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.29									
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PE1C9		77.71								
	Collocation Cable Records - per request		CLO	PE1CR		760.98	133.29							
	Collocation Cable Records - V3/DSO Cable, per cable record		CLO	PE1CD		327.65	189.64							
	Collocation Cable Records - V3/DSO Cable, per each 100 pair		CLO	PE1CO		4.82	4.82	5.91						
	Collocation Cable Records - DS1, per T1T1E		CLO	PE1C1		2.26	2.26	2.77						
	Collocation Cable Records - DS3, per T3T1E		CLO	PE1C3		7.90	7.90	9.68						
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		84.68	84.68	77.30						
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLORS	PE1BT		16.96	10.75							
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLORS	PE1OT		22.10	13.89							

COLLOCATION - South Carolina															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D		
					Recurring	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
						First	Add'l								
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PEIPT		27.23	17.02								
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00										
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBO	33.00										
	V to P Conversion, Per Customer Request-DS1		CLO	PEIB1	52.00										
	V to P Conversion, Per Customer request-DS3		CLO	PEIB3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured		CLO	PEIBR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured		CLO	PEIBP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured		CLO	PEIBS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured		CLO	PEIBE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof		CLO	PEIB7	592.00										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO,UDF	PEIES	0.001										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO, UE3, USL	PEIDS	0.0015										
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO	PEIDT	584.42										
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PEIAA	0.0939										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PEIJC	6.40										
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PEIP2	0.0284	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,U DL,UCL,	PEIPA	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects		USL,CLOAC	PEIP1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PEIP3	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PEIF2	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PEIF4	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee		CLOAC	PEIJB	1,580.20			0.51							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFB	5.87										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFD	11.36										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFE	17.03										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PEIFG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee		CLORS	PEIRA	308.38	308.38	308.38	165.60	188.60						
	Cabinet Space in the Remote Site per Bay/ Rack		CLORS	PEIRB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key		CLORS	PEIRD	13.13	13.13	13.13								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested		CLORS	PEISR	116.13	116.13	116.13								
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested		CLORS	PEIRE	37.64	37.64	37.64								
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO		CLORS	PEIRR	234.50										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PEIRS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PEIRT	0.134										
	Remote Site-Adjacent Collocation-Application Fee		CLORS	PEIRU	755.82	755.82	755.82								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

[illegible]

COLLOCATION - Tennessee									
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Attachment: 4	
					Recurring	Nonrecurring First	Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
						First	Add'l	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-1st
	Physical Collocation - Security Access System - New Access Card Activation, per Card		CLO	PE1A1	0.059	55.67	55.67	SOMAN	SOMAN
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card		CLO	PE1AA		15.61	15.61		
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card		CLO	PE1AR		45.64	45.64		
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AK		26.24	26.24		
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		26.24	26.24		
	Physical Collocation - Space Availability Report per premises	I	CLO	PE1SR		2,027.00	2,154.00		
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCKX	PE1PE	0.40				
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	1.20				
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDSL,WD S1S, USL, U1TD1, UKTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20				
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UNCD3, U1TS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLX	PE1PH	8.00				
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per Cross-Connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULDD3, ULDO3, U1TD3, U1T12, U1T48, ULDO3, UDL12, UDF	PE1B2	36.79				
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULDD3, ULDO3, U1TD3, U1T12, U1T48, ULDO3, UDL12, UDF	PE1B4	52.31				
	Physical Collocation - Request Resend of CFA Information, per CLI		CLO	PE1C9		77.67			
	Collocation Cable Records - per request		CLO	PE1CR		1,711.00			
	Collocation Cable Records - VGDS0 Cable, per cable record		CLO	PE1CD		925.06			
	Collocation Cable Records - VGDS0 Cable, per each 100 pair		CLO	PE1CO		18.05	18.05		
	Collocation Cable Records - DS1, per T1T1E		CLO	PE1C1		8.45	8.45		
	Collocation Cable Records - DS3, per T3T1E		CLO	PE1C3		29.57	29.57		
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1CB		279.42	279.42		
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLOHS	PE1BT		33.91	21.49		
	Physical Collocation - Security Escort - Overtime, per Half Hour		CLO,CLOHS	PE1OT		44.17	27.76		

COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: D
					Nonrecurring First	Add'l	Nonrecurring Disconnect First			SOMEQ	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	
													Recurring
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLO,RS	PEIPT		54.42	34.02						
	V to P Conversion, Per Customer Request-Voice Grade		CLO	PEIBV	33.00								
	V to P Conversion, Per Customer Request-DS0		CLO	PEIBO	33.00								
	V to P Conversion, Per Customer Request-DS1		CLO	PEIB1	52.00								
	V to P Conversion, Per Customer Request-DS3		CLO	PEIB3	52.00								
	V to P Conversion, Per Customer Request per VG Circuit		CLO	PEIBR	23.00								
	Reconfigured												
	V to P Conversion, Per Customer Request per DS0 Circuit		CLO	PEIBP	23.00								
	V to P Conversion, Per Customer Request per DS1 Circuit		CLO	PEIBS	33.00								
	V to P Conversion, Per Customer Request per DS3 Circuit		CLO	PEIBE	37.00								
	Reconfigured												
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 pairs or fraction thereof		CLO	PEIB7	592.00								
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request		CLO	PEIAC	16.16	2,903.66	2,903.66						
	Physical Caged Collocation-Space Prep-Grounding, per location		CLO	PEIBB	4.32								
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed		CLO	PEISN		142.40							
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed		CLO	PEISO		185.72							
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed		CLO	PEISP		242.05							
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.		CLO	PEISI	110.97								
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.		CLO	PEIS5	55.49								
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, Interduct per ft.		CLO	PEICP	0.0166								
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable		CLO	PEICQ	2.56	944.27							
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.		CLO	PEIFS	5.94								
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable		CLO	PEICS	21.47								
	Physical Caged Collocation-Power-Power Consumption, per amp		CLO	PEIPN	3.55								
	DC plant												
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage		CLO	PEIPO	2.03								
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt's, per ckt.		CLO	PEI2C	0.0475	7.68							
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckt's, per ckt.		CLO	PEI4C	0.0475	7.68							
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.		CLO	PEI1S	7.68	41.65							
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.		CLO	PEI1X	0.38	41.65							
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.		CLO	PEI3S	53.96	299.03							
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.		CLO	PEI3X	9.32	298.03							
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards		CLO	PEIA2		76.10							
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO,UDF	PEIES	0.0013								
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO, UE3, USL	PEIDS	0.0019								
	Physical Collocation - Co-Carrier Cross Connects - Application Fee, per application		CLO	PEIDT		585.09							

COLLOCATION - Tennessee										Attachment: 4		Exhibit: D		
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
					Recurring	Nonrecurring First							Disconnect Add'l	SOME
ADJACENT COLLOCATION	Adjacent Collocation - Space Charge per Sq. Ft.					0.0656								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.					5.53								
	Adjacent Collocation - 2-Wire Cross-Connects					0.034	11.12	10.18	10.23	1.77	1.77	1.12		
	Adjacent Collocation - 4-Wire Cross-Connects					0.33	11.30	10.31	10.44	1.77	1.77	1.12		
	Adjacent Collocation - DS1 Cross-Connects					1.70	28.39	16.88	10.54	1.77	1.77	1.12		
	Adjacent Collocation - DS3 Cross-Connects					19.03	28.23	15.51	10.77	1.77	1.77	1.12		
	Adjacent Collocation - 2-Fiber Cross-Connect					3.49	26.23	15.51	10.78	1.77	1.77	1.12		
	Adjacent Collocation - 4-Fiber Cross-Connect					6.50	29.75	19.02	14.97	1.77	1.77	1.12		
	Adjacent Collocation - Application Fee						2,973.00		0.9475					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp					5.81								
PHYSICAL COLLOCATION IN THE REMOTE SITE	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp					11.84								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp					17.45								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp					40.30								
	Physical Collocation in the Remote Site - Application Fee					580.20			312.76					
	Cabinet Space in the Remote Site per Bay/ Rack					220.41								
	Physical Collocation in the Remote Site - Security Access - Key					24.69								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested					218.49								
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested					70.81								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO					234.15								
	PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation - AC Power, per breaker amp					6.27								
	Remote Site-Adjacent Collocation - Real Estate, per square foot					0.134								
	Remote Site-Adjacent Collocation-Application Fee					755.62		755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														

EXHIBIT 6

AGREEMENT EXHIBIT 6

GA Rates in this Exhibit 5, ODUF, ADUF, EODUF, and CMDS, are hereby adopted pursuant to section 252(i) of the Act from Attachment 7 of the Interconnection Agreement between BellSouth Telecommunications, Inc. and Allegiance Telecom of Georgia, Inc. dated November 20, 2001 for the state of Georgia ("Allegiance Agreement"). These Rates shall expire on November 19, 2003. Prior to the expiration of these Rates, the Parties will negotiate subsequent Rates pursuant to Section 3 of the General Terms and Conditions of this Agreement. In accordance with Section 3, if, as of the expiration of this Attachment, a Subsequent Agreement addressing the Rates has not been executed by the Parties, these Rates shall terminate. Upon termination of these Rates, BellSouth shall continue to offer services to LecStar pursuant to the terms, conditions, and rates set forth in BellSouth's then current standard interconnection agreement for these services.

BELLSOUTH/ALLEGIANCE RATES
ODUF/EDOUF/ADUF/CMDS

The rates contained within this Exhibit were negotiated as a whole within the negotiations of the terms and conditions contained within the Attachment

DESCRIPTION	USOC	GA
ODUF/EDOUF/ADUF/CMDS		
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
ADUF: Message Processing, per magnetic tape provisioned	N/A	\$4.95
ADUF: Message Processing, per message	N/A	\$0.004
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
CMDS: Message Processing, per message	N/A	\$0.004
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.000364
EDOUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30
EDOUF: Message Processing, per message	N/A	\$0.004
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$4.95
ODUF: Message Processing, per message	N/A	\$0.004
ODUF: Recording, per message	N/A	\$0.008

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties.